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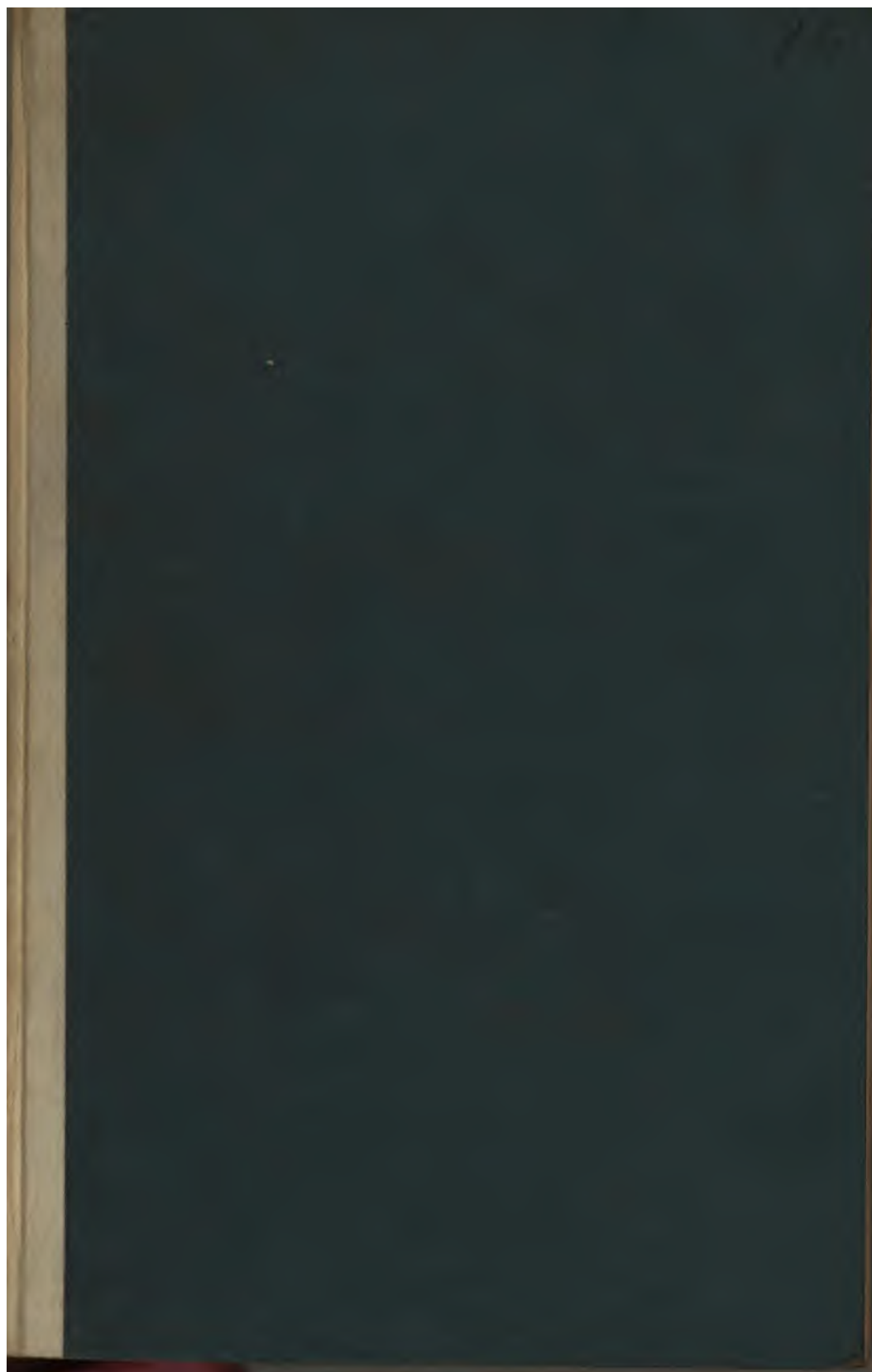
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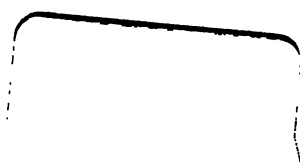
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72

LONDON:
J. MOYES, TOOK'S COURT, CHANCERY LANE.

DEDICATION.

TO

JEREMY BENTHAM, Esq.

THE personal kindness I have experienced from you, and the flattering notice you have been pleased to take of my very humble exertions in the great cause of judicial reform, furnish me with additional inducement to dedicate to you, as the first Jurisconsult of Europe, the following brief Work. I do not offer it as a publication worthy of your auspices, or as a tribute commensurate with the fame which your great learning, and assiduous and disinterested services for the benefit of mankind, have procured for you wherever civilisation extends; but as an expression of my own individual admiration of your character and genius, and as a practical illustration of the evils of that secret system of judicature against which your powerful pen has always been directed.

From my connexion with the Continent I have long known that your writings there form the basis of all studies in the science of general and international law; and I am now happy to see, that in the work of legal reform, to which our legislators have at length

thought fit to apply themselves, your name and your principles here stand foremost in the discussion. By boldness and perseverance, you have at length overcome the obstructions thrown in the way of free discussion. The first efforts of corruption, in its own defence, are directed to an endeavour to stifle inquiry. The attempt to make a successful stand upon concealment has failed; and we may now reasonably hope that the public exposure of abuses will eventually lead to amendment.

I may, perhaps, feel too acutely upon the subject of my own wrongs in the Court of Chancery; but I cannot help thinking that the specimen of EQUITY practice which I have now brought to light, must tend to strengthen the growing conviction as to the necessity of a remedy. Should it have this effect,—and I confidently anticipate that it will,—my duty may be to place before the world further illustrations of the injustice done in SECRET, under a system which you, Sir, more than any other person, have shewn to be opposed to all sound principles of law and government.

I have the honour to be,

Sir,

Your faithful and obedient servant,

W. L. WELLESLEY.

ILLUSTRATIONS
OF THE
COURT OF CHANCERY.

"This case is singular in this respect,—this is a case in which affidavit is to be set against affidavit; and in a mode of trial as to where the truth is, it appears, that it is very difficult to say that it is a mode of trial THAT SHALL NOT MISCARRY."—*Lord Eldon's Judgment in the Wellesley Case.*

"I know, from fatal experience, there is not an attorney to be found who believes in the affidavit-evidence of the Court of Chancery, or who would venture to produce it for *vivâ voce* examination, as sworn to in those documents, prepared after the most approved models of Chancery wisdom; the object of which is, to make them invulnerable to the attacks of common law!!"—*View of the Court of Chancery, by the Honourable W. L. Wellesley.*

The miscarriages and the manifold vices of the affidavit-system of the Court of Chancery, are now so fully understood by the public, and so readily admitted by the practitioners in equity, that, to dilate upon them, would be justly deemed superfluous. As one who has developed in print some of the mysteries of a system, which I firmly believe is now fast tending to its dissolution, I consider myself bound to the public,

who have done me the honour to receive my book with favour, to elucidate the propositions which it contains, by a reference to facts drawn from the practice of the Court itself, whenever I may have the opportunity. In the present instance, I have also the additional motive of sustaining a *dictum* of that very grave and learned Judge, Lord Eldon, with whose *abstract* principles of law and equity, few persons, I believe, are so much disposed to quarrel, as with his *application* of them.

With these views, I am induced to publish the annexed affidavits—which will be found pregnant with interest and instruction, in a matter in which the public of this empire have ever felt, and I hope ever will continue to feel, a deep solicitude; viz., the administration of justice. I have denounced the Court of Chancery as a tribunal better fitted to despoil than to protect: and I am not singular in my denunciation. I have depicted it as a Court defective in the fundamentals of litigation, *wanting a sound system of evidence*. Lord Eldon, who was for thirty years an Equity Judge, without leaving behind him the recollection of *one* improvement in the system, seems to be of the same opinion, if we are to believe him sincere, in the passage I have above quoted. He did not, however, during his reign in the Court of Chancery, or subsequently in the course of his parliamentary opposition to the present Lord Chancellor in the House of Lords, attempt any correction of the evil. Lord Lyndhurst who, from the known liberality of his mind, was expected to become a great reformer in entering on his

present office, and who, from the multiplicity of his emendations, has, to a certain extent, redeemed the expectations of his admirers, has also most singularly passed over this vital point in his task. The question, therefore, still remains open for the correcting hand of legislation. And whoever contributes to the mass of authentic facts already known upon the subject, must be regarded as accelerating this desirable reformation.

In order to abbreviate the labours of the reader, I shall endeavour to present a readable narrative of the contents of the *subjoined* affidavits: in annexing the documents themselves, in the exact order and condition in which they at present exist upon the files of the Court of Chancery, no imputation of unfairness can, I think, be justly alleged against this publication.

In this proceeding, I utterly disclaim personal or vindictive feelings against any one. In moving to have an attorney struck off the roll of the Court, I was impelled by no sentiment of petty malice towards an object unworthy of my resentment; but merely by a sense of duty to myself, in reparation of the wrongs I have suffered, to bring matters important to my vindication under the cognizance of the Court, in that form only in which it was possible for the Court, as I was told, to entertain the consideration of them. As I am always willing to return good for evil, so I am pleased that the individual attorney, whose conduct was the subject of this motion, was able to make such an answer to the charges contained in the affidavits against him as appeared satisfactory to the Chancellor. *No man can have any right to suppose,*

after the decision of Lord Lyndhurst, that Mr. Hutchinson's conduct in this affair was contrary to the ordinary *professional practice of the attorneys of his Lordship's Court*. Under the sanction of the Lord Chancellor, I, therefore, must absolve Mr. Hutchinson from the sin of having committed any thing unprofessional, in his management of that part of the suit against me which is disclosed in the following affidavits.

It is the *system*, not the *man*, that I attack ; and, as the system in the present instance is desperately faulty and extremely unjust in its operation, the greater is my privilege, the more imperative my duty, to bring that system, in all its details, before the public, who have, in this country, the right of ulterior judgment upon all acts of authority, judicial as well as political.

THE AFFIDAVITS.

The first affidavit in the annexed series refers to a proceeding which took place in Chancery at the latter end of the year 1828. The particulars of it, divested of the jargon which seems essential to the reception of all documents in our courts, are as follows :—

At the period above named, I presented a petition to the Lord Chancellor, praying that I might be allowed to become the tenant of the house and estate at Draycot, in Wiltshire. This house and estate are the property of my eldest son, who, being a minor, and under the especial protection of the Lord Chancellor,

this estate was "in Chancery." The house was untenanted, and getting out of repair. The grounds were neglected, and the whole place was beginning to assume that melancholy and deserted air which is so well calculated to keep tenants away, to the great delight of those whose interest it is to deal with property in the absence of all supervision and control. The English public are well aware of the general condition of property which is "in Chancery." To state that a house or a property is in Chancery, is proverbially received as meaning that it is in a state of decay. This, indeed, was the condition of my son's property. I had made great improvements at Draycot, and laid the foundation of many more in the estate, which has been totally neglected since I left it. I was now anxious to renew these efforts, and to give my son the benefit of the rent which the Court of Chancery would have received from me as tenant of the house and grounds: and the prayer of my petition to the Court was, that I might be allowed to become tenant for his benefit accordingly. Here, then, was a proposition to the Court, for the indisputable advantage of the infant *under its protection*.

The result of my application was, that I *was not allowed to become tenant of Draycot, for very singular reasons*, resting upon the allegations of the *attorney employed upon the other side*. These were detailed in an affidavit, to the truth of which he made oath, and presented to the Court, in order to deter it from granting the prayer of my petition. It was in these words:

"And this deponent" (Julius Hutchinson) "saith, that he hath been *informed*, and believes, that the

greatest *aversion* and ABHORRENCE of the said Mr. Wellesley is entertained by the said tenants of the Wiltshire estate. And that the said tenants would view with the greatest alarm the probability of his, the said Mr. Wellesley's, coming to reside in the midst of the estates, and would be likely to quit possession of their holdings rather than remain in the neighbourhood of the said Mr. Wellesley, and be subject to his continual annoyance."

I was sensible at the time of the unfounded nature of this statement, but was obliged to submit to the imposition thus practised upon the Court and the public. Circumstances have since put me in possession of the *foundations* of Mr. Hutchinson's "information and belief;" and these are also set forth in the affidavits subjoined. I cannot better exhibit the real state of the case, as to the sentiments of these tenants on the subject of my going to reside amongst them, than by the following declaration, *given under their own hands, upon the above statement, in the affidavit of Julius Hutchinson, being read over to them* :—

Chippenham, 29th Jan. 1830.

"We, the undersigned, being tenants of the Wiltshire estate, have heard read the above statement, sworn to by Julius Hutchinson, as we are informed, for the purpose of inducing the Lord Chancellor to refuse the Honourable W. L. Wellesley to reside at Draycot House; and we do not hesitate to inform the said Mr. Wellesley that the same statement is *not true*,

and also to assert that Mr. Wellesley was, during the period he was our landlord, a *kind and generous landlord*, and *attentive to the improvement* of the estate, and was much respected by us, and that we should be *glad to have him resident again amongst us at Draycot House*, and that we should have stated this to be our feeling *if we had ever been asked our opinion by Mr. Hutchinson, or any other person, on this subject*; and that we consider it would be *materially to the benefit* of the estate that Mr. Wellesley should *return and reside on it.*”

(Signed)

JOHN BITELL,
JOHN SMITH,
THOMAS FERRIES,
JAMES LANE,
JOHN LEA,
JACOB SMITH,
EDWARD BOND,
THOMAS SEALEY,
JOHN HARFORD,
HENRY BAYLIFFE,
JOSEPH ROBINS,

CHARLES HARFORD,
THOMAS DAY,
SIMON SALTER,
HENRY CLARK,
ISAAC COLLINS,
CHARLES BULLER,
JAMES SEALY,
JAMES RUNNING,
RICHARD HULL,
THOMAS HAYWARD.

From the perusal of this document (which will be found set forth in the affidavits), it is plain that Mr. Hutchinson could not have obtained the information to which he swears, of the sentiments of the tenants towards me, from the tenants themselves. The striking contrast between his expressions respecting the feelings and intentions of the tenants, and the expressions of the parties themselves whose feelings and intentions had been so misrepresented and libelled by his affidavit,

naturally leads to the inquiry—from *what source did he derive his information?* He swears to having received information, that I was held in the “*greatest aversion and abhorrence*” by men who declare for themselves that I have ever been respected by them, and esteemed a “*kind and generous landlord;*” and he further declares that the same parties “*would quit their holdings* rather than remain in the neighbourhood subjected to my *continual annoyance,*” who for themselves invite my return among them, and assert that it would “*materially benefit the estate*” if I were to do so!

The following letters, which are set forth in the annexed affidavits, may throw some light upon this dark part of the subject:—

Julius Hutchinson to W. H. Awdry, of
Chippenham, Receiver to the
Draycot Estate.

1st. Dec. 1828.

“We have this day heard from Mr. Robins, that Mr. Wellesley has applied to rent Draycot. Many objections occur to our minds on the subject, but we shall be glad of the aid on this point which your intelligence and local knowledge may suggest; pray therefore furnish us with such information and *arguments* as occur to you. Was not Mr. Wellesley a *bad tenant* during Mrs. Wellesley’s life, as well with respect to the house and demesne as the farms? *It would be well* if on notice of such an intention, the sentiments of tenants and neighbourhood, and an *alarm* that

Mr. Wellesley's vicinity may be injurious to the property, could be *publicly expressed*. I should be glad if, without your interference *apparently*, a request from the tenants to you,—or, if you like it better, to some other party connected with the property,—that this may not take place, and founded on solid grounds, could be alleged to the Court. I wish we had another tenant ready :—better to have the house somewhat DEFACED, than submit to Mr. Wellesley's people being in it.”

— The feverish anxiety of the attorney to stimulate objections which did not exist, to urge the tenantry and neighbourhood to the expression of a feigned alarm, his entreaty for “suggestions and *arguments*,” where *facts* only can with justice be advanced, and finally his significant hint about *defacing* the house,—all these may be very consistent with the notions of the crafty profession to which he belongs—they may be admirable recommendations to an equity practitioner ; but they are contrary to every pretence of justice, and must be viewed with feelings of alarm and disgust by every mind which has not been steeped in the polluted stream of the law. The avowed object of the writer of this letter is, not to record existing facts, but to *create* circumstances and appearances which, but for his ingenuity and device, would never have existed ; and then to present a *false picture* to the Court, through the medium of an affidavit, as though it were *a reflection from the mirror of truth*. The property in this instance, it should be observed, was the property of my son, one of the infants whose fortune, education, and interests,

have been so long under the guardianship of the Court of Chancery,—and it is the particular officer of that Court to whom all its authority for these purposes has in this case been delegated, that speaks so freely about *defacing* the house committed to his charge.

It would seem, however, that Mr. Awdry is unwilling to be an instrument in the case; for, on the 3d of December, the following appears, as a portion of Mr. Hutchinson's letter to him:—

“I perceive I must *tax what little ingenuity I possess*, to make out sufficient *ostensible* reasons for the satisfaction of the Lord Chancellor, why Mr. Wellesley should not be allowed to be tenant of Draycot-house, park, and farms. Of real weighty reasons, there are abundance, but, *unluckily*, they are not *such as weigh with a Court*. I did not of course intend that you should, as receiver, or in any other manner, appear as the opponent of Mr. Wellesley.”

What could these “weighty reasons” be which were not “ostensible”—that is, which would not bear to be shewn, and which drove the *learned gentleman and Honourable Officer of the Court of Chancery* to the hard necessity of *taxing his ingenuity*? It certainly is a new feature in the principles of justice, that judges should adjudicate upon what the “ingenuity” of attorneys may be able to produce to them.

In the dilemma in which the want of “*ostensible* reasons” seems to have plunged the Attorney Hutchinson, Mr. Awdry, the Receiver, gives him but

little consolation, for he writes, on the 17th December, as follows:—

“On the subject of the tenants joining in any expression of feeling *against* Mr. Wellesley, Mr. Baeyertz will be able to tell you, *that it is quite impracticable*—he, as well as my son, have *sounded* some of the BEST disposed on that head.”

He further writes a second letter, on the same day—

“I wrote in a great hurry this evening, and as Mr. Baeyertz was going up to town, I referred you to him for explanation, *as to my being UNABLE to procure any expression from the tenants on the subject of Mr. Wellesley's renting Draycot House.* As I observe, upon looking over your letter of the 16th instant again, that the expressions in the statement you have made for the Court *are very strong*, I am anxious to enter a little farther on the subject before the day of hearing, in order that you may be in full possession of the facts, such at least as I believe them to be. The farmers have been told that Mr. Wellesley *can have no authority over the estates during the minority*, and that they therefore consider him, for the next six years, in a great measure harmless, as far as they are concerned; and the expression used by one of *the best* of them is; “*I should not like to sign any thing, lest I should get into trouble.*” I feel quite convinced that they would look to the possible period when he might again have an influence over the property. Another thing I should mention, which is, *that during the time that Mr.*

Wellesley resided in Wiltshire (which was not long) he did nothing particularly to annoy the tenants, and that his conduct to the late Mrs. Wellesley happened chiefly after he went abroad, and therefore made less impression on the minds of such men as the yeomanry, than if it had taken place under their own observation.

* * * *

Knowing as I do the general habits of a farmer, I think there is hardly one of them to be found who would give up his estate under present circumstances. I feel convinced that you will *appreciate my motives* in troubling you with this long statement, viz. *to prevent any STRONGER EXPRESSIONS being used on the occasion than can be SUPPORTED by EVIDENCE.*"

The particularity of Mr. Awdry is so far praiseworthy. He explains his "motives" in writing in pretty intelligible terms—"to prevent any *stronger expressions* being used on the occasion, than can be *supported by evidence.*" He adds, "*at all events*, he shall not have to say, that *I* have brought forward any *false evidence* against him." Mr. Awdry's caution against "false evidence," however, did not have the desired effect—it did not prevent the affidavit from being filed on the 18th December. Mr. Hutchinson's "*ingenuity*" was not to be baffled by the determination of the tenants not to come forward against one, who, in their own language, had always been "a kind and generous landlord" to them, and who could not be persuaded to "quit their holdings" at the prospect of that landlord coming back to reside amongst them.

His "*ingenuity*," therefore, enabled him, on the 18th December, to declare to the Lord Chancellor ON OATH, "that he had been INFORMED, and BELIEVED that the greatest AVERSION and ABHORRENCE of the said Mr. Wellesley is entertained by the tenants of the said Wiltshire estates," and that "they would quit possession of their holdings rather than remain in the neighbourhood of the said Mr. Wellesley!"

Mr. Hutchinson is entitled to the benefit of the denial, recorded in one of the annexed affidavits, to the effect that he did not receive Mr. Awdry's last letter, containing the solemn caution against FALSE EVIDENCE, dated the 17th December, till the morning of the 19th. He does not, however, deny that he received on the 18th the other brief letter to the same effect, sent up by Charles Baeyertz, who was specially charged, as appears by the letter itself, to impress upon him the *danger* and *wickedness* of filing A FALSE AFFIDAVIT;—although he does deny the assertion *on oath* of the said Charles Baeyertz, his clerk, that when he admonished him as to the falschood of the affidavit he had sworn, and was about to place upon the file of the Court, he replied, "he would run the chance of the other side finding it out."!!!

By an attentive perusal of Mr. Hutchinson's annexed affidavit, it will be seen that he rests his defence to the charge of *making a false affidavit!!* upon two grounds inimical and destructive of each other. For, first he says, that the affidavit was *true!*—that he *was* informed, and did and does still *believe*, that the "*greatest aversion and abhorrence*," &c. This is one

ground of defence upon which he takes his stand. The other is, that the affidavit was sworn and filed *before* his clerk, Charles Baeyertz, came up from Wiltshire, and that he did not receive the long admonitory letter of Mr. Awdry, dated *the 17th, till the 19th!!*—and *then* he “stated the contents thereof *to his counsel*, (NAME! NAME!) and according to the best of deponent’s *recollection* and *belief*, that part of deponent’s said affidavit, which relates to the dislike of the tenants towards said Mr. Wellesley, *was not stated to the Court.*”!! Now, why, it may be asked, was it “*not stated to the Court,*” if, as he swears, he had been informed by the said Charles Baeyertz and *James Edward Nixon*, his *two* clerks, that the “*abhorrence*” part of the affidavit was perfectly true? He who proves too much, it is said, proves nothing. This, however, was not the case in the present instance with Mr. Hutchinson; for, by the AFFIDAVITS drawn of his clerks and servants, the attorney proved every thing *to the entire satisfaction of the Court!!* without the aid of a hearing by counsel!

So much for the protection which the Court awards to the ingenuity of attorneys, when such high officers come before it as suitors in embryo.

There are other charges, contained in the affidavits filed by me in January last, which will also be found instructively elucidatory of the practice of the Court, in a matter which treads so closely upon the heels of bribery that it requires the acute vision of an *equity practitioner* to distinguish the line of separation. I allude to the *pecuniary allowances* given to the wit-

nesses who were obtained to put their signatures to affidavits, which the "*ingenuity*" of the attorney probably got up to suit the palate of the conscientious Lord Eldon. The charges are contained in the affidavit of Charles Baeyertz, sworn on the 3rd February last. By reference to the third and fourth paragraphs of that affidavit, it will be seen that very liberal sums of money were paid for services of this kind. It is alleged, that FIVE HUNDRED POUNDS were given to Dr. BULKELEY, formerly a dependent of mine, and TWO HUNDRED and SIXTY pounds to JOHN MEARA, formerly a valet in my service at 35*l.* per annum wages!

With respect to Dr. Bulkeley, Mr. Julius Hutchinson swears, "that he hath been informed, and verily *believes*, that the said sum of 500*l.* was paid to the said Dr. Bulkeley by the said *Misses Tilney Long*;" and he then goes on to swear, that the payment, (which was made *after* he had sworn all his affidavits in the cause,) had no reference whatever to those affidavits, but was for wages to the said Bulkeley, as "consulting and travelling physician in the family of the said Mr. Wellesley, from about the month of May, 1823, to the month of July, 1824;"—for the whole of which period, reader, I had previously paid him in full for his itinerant services. At all events, if it be as here stated, it was a debt of mine to Dr. Bulkeley, and the love which the *Misses Tilney Long* bear to me is not wont to shew itself in the gratuitous discharge of my pecuniary obligations. Five hundred pounds is certainly a handsome medical fee, such as

the doctor, I believe, has not been in the habit of receiving for his professional services.

Let us come, however, to John Meara, and see whether his two hundred and sixty pounds were in payment of *wages* also. No,—this would be *un peu fort*. It is not denied that this enormous sum was given to my discarded valet; but, it was an act of pure generosity, and had not the most remote connexion, reference, or allusion to the services he had performed, or *was to perform* in swearing against his master.

According to the statement contained in the annexed affidavit of Julius Hutchinson, it appears that John Meara came over to this country from Paris in the service of Dr. Bulkeley, and remained here “from the latter end of October, 1825, to on or about the 5th February, 1826,” during which time he accomplished two affidavits! For this extraordinary effort he received 60*l.* 3*s.*, which Mr. Hutchinson swears was by no means adequate to his merits! * He says “said John Meara would, *in the judgment of deponent*, have been entitled to receive *MORE* than said sum of 60*l.* 3*s.*, if he had not been in part maintained by and at the expense of said Doctor Bulkeley, during the time of his, said John Meara’s, aforesaid residence in England.”

So that John Meara, a menial servant by occupation, for condescending to live three months in the

* An honest English labourer who goes through the drudgery of the severest toil, from one end of the year to the other, is well off if he gets 60*l.* a *year*, for the support of himself and family. The wages I gave this man were 35*l.* a year.

service of Dr. Bulkeley, free of all costs and charges, receives 60*l.* 3*s.*; and an Equity attorney SWEARS *he does not think that TOO MUCH!!* At this rate a servant, (whose testimony is wanted in Chancery,) may make a handsome living, at the rate of 240*l.* 12*s.* per annum, *as wages!* This is the equity tariff as against *time!* but, taking it upon the commodity, 60*l.* for *two* affidavits gives 30*l.* for each distinct *swearing!* I measure the sum by no more than two affidavits; for although John Meara made a third affidavit, which he sent over from Paris, Mr. Hutchinson considers himself still his debtor on that account; for he "Saith that he hath not *yet* paid the said John Meara for his *loss of time* and expenses, in and about making the said last-mentioned affidavit in Paris, as aforesaid."

If any one should wish to know what *loss of time* is incurred in the making of a Chancery affidavit, which is in all cases prepared by the attorney, he may go to any Court of Law, and see how long it takes to swear a witness, to "speak the truth and nothing but the truth to the Court and Jury." It appears, however, by this *third* affidavit, that there was a mode of making affidavits in Paris quite as efficacious as in England. What necessity then was there for bringing the witness, whilst under the control of his then master, Dr. Bulkeley, into communion with the attorney, at an enormous expense, if the man could have sworn his affidavits in Paris as well as in London? Mr. Hutchinson gives one singular reason for "detaining the said John Meara in this country, for the period last aforesaid," viz.—"to afford the said Mr. Wellesley

an opportunity of prosecuting said John Meara, for (*what, does the reader think?*)—*Perjury.*” PERJURY, good Mr. Attorney—what put *that* thought into thy head? Who talked of perjury? *Qui s’excuse, s’accuse*, is a French proverb—and when Macbeth talks of his love for Banquo, the apparition of his murdered victim instantly crosses his vision. The conscious mind forthwith associates the crime with the name.

TWO HUNDRED and SIXTY pounds, however, was the sum paid to John Meara for his three months’ services; and we have as yet only had the history of one-fifth of the whole amount, 60*l.* Mr. Hutchinson did not think him sufficiently paid for his time and expenses at the rate of *twenty pounds a month!!!* Mr. Hutchinson goes on to state, that no “sum or sums of money, over and beyond the said sum of 60*l.* 3*s.*, were advanced, paid, or given to the said John Meara, EXCEPT the sum of *two hundred pounds!! hereinafter mentioned!!*” This is an important *exception* indeed—it is something like the declaration of a prisoner on trial for a highway robbery, that upon his conscience he had done nothing to the prosecutor “over and beyond” asking him for a shilling, *except* robbing him of all he possessed.

The story of the 200*l.* is detailed in a letter from Meara to the Misses Long, after a previous correspondence with Mr. Hutchinson. His principal ground of claim upon the generosity of these ladies is—“Mr. Wellesley’s attack” on his “unfortunate character!!”

This appeal was irresistible, and produced the two

HUNDRED POUNDS, without further delay. Mrs. Scott, her husband, and Elizabeth Gamble, all affidavit-swearers of Mr. Hutchinson in this cause, and whose "unfortunate characters" I had also had the boldness to "attack," and who were not so fortunate as to be paid upon so liberal a scale as Bulkeley and Meara, have deposited in the hands of my solicitors voluntary written CONFESSIONS of the truth of my attacks, and the arts used to prevail upon them to commit perjury.

A sample of these confessions will be found in the affidavit of George N. Ranken, my solicitor, sworn on the 10th March last, which sets forth a portion of the confession of Mrs. Scott, relating to *her criminal and adulterous intercourse with James Edward Nixon, managing clerk to Hutchinson*, whilst he and the said Mrs. Scott were travelling together to hunt up affidavit-makers.

The disclosures made "*from a sense of justice*" in the affidavit of Charles Baeyertz, clerk, and brother-in-law to Mr. Hutchinson, I do not bring prominently forward, because Mr. Hutchinson strongly repudiates them *as untrue*. The charges themselves, and the answers made to them, will be found in the affidavits of the respective parties. Where the *truth* lies, how much of truth or of falsehood there may be on the one side or the other, or where the two mingle together in the statement or denial of any of the allegations, I prefer leaving to the attorney and his brother-in-law to settle themselves.

When the affidavits *pro* and *con*, which are here

subjoined, were brought into Court for the hearing of the Lord Chancellor, upon motion that the attorney should be struck off the roll, his Lordship called upon my counsel, before he opened the contents of his brief, to state *whether he felt certain of success in his motion?!!* The learned gentleman, knowing, from long acquaintance with the practice of the Court, the impunity which is awarded to affidavits on "information and belief," frankly admitted that he did not expect the just reward *of success* for his motion. His Lordship therefore suppressed all further proceeding in the matter.

Upon the first or hasty perusal of the pages now given to the public, a careless reader may suppose that I am driven to this publication solely for the purpose of my own gratification. Certainly not. I desire to set before the public a complete elucidation of that which I have advanced relative to the imperfections of the system which governs the entry of evidence in that court, as I have laid down in chap. 2 of the *View of the Court of Chancery*. If, when the popular prejudice was at its height against me, assisted by the inflammatory speeches of Counsel, who were perhaps themselves misled, by the anonymous writings in newspapers, and all that mass of evidence which was supposed to emanate from persons of *more than ordinary purity*—persons *whom Lord Eldon treated with the greatest respect*,—had I then attempted the course I am now pursuing, I should in vain have been baffling against a current of prejudice, in which I never could have made any way. But I hope I do

not vainly flatter myself that the time is now arrived at which it becomes a duty I owe the public freely to set before them the demonstrative proof that my experience has enabled me to obtain of the gross defect in a system of adjudication which calls for immediate and material remedy, by assimilating the practice of evidence in the Court of Chancery to that of other Courts of Law.

In chap. 2 of the View of the Court of Chancery, I say, "It would, indeed, be little better than an insult upon common sense to pretend that any feeling higher than mean revenge, and the self-interest of a pettifogger, has had to do with the proceeding from first to last; and this will soon be made manifest."

That there are such characters as "pettifoggers" in the profession of the law, it requires no assertion of mine to establish, and their value is too well known to need any additional description. That there are such passions as "mean revenge and self-interest" in human nature, is equally evident,—and all that I contend for in the amelioration of our judiciary system is, that such passions and such men shall not find a ready asylum and a ready engine for the oppression, persecution, and robbery, of the honest part of the community, in our Courts of Equity! In my work upon the Court of Chancery, I have expressed pretty nearly the same sentiments in the following words, and I should be much surprised, if, after the disclosures which late years have produced, I had not the general concurrence of the public:—

"The system of affidavit evidence, by which the

business of the Court of Chancery is conducted, invests every attorney who practises in equity with the powers of judge and jury, and constitutes the office of every attorney in the kingdom a court of conscience. How far this may have answered when attorneys had consciences, I do not know ; but as the race of such beings, if they ever existed, is now extinct, it is surely time this practice should be altered."

I do not mean to say that every attorney in the country *is devoid of conscience*, because I know many most respectable and most worthy persons practising as solicitors ; but as human nature is frail, I am entitled to believe that as a body, attorneys are more so than other men, having more temptation to do ill ; and ought, therefore, to be viewed by the Courts in which they practise with considerable jealousy, when they step out of their professional line of duty,—as advocates, and become parties to, or principals, in support of their client's cause.

IN CHANCERY.

BETWEEN

WILLIAM RICHARD ARTHUR POLE
TYLNEY LONG WELLESLEY,

And Others, Infants, by their next Friend, Plaintiffs,

AND

THE MOST NOBLE HENRY CHARLES,
DUKE OF BEAUFORT,

And Others, Defendants.

*Affidavit of the Honourable WILLIAM POLE TYLNEY
LONG WELLESLEY, of Dover Street, Piccadilly,
Middlesex, now residing at Brighton, Sussex.*

(Sworn 27th January, 1830.)

SAITH, that on or about the 13th December, 1828, he, deponent, presented a petition to this court in this cause, praying, amongst other things, that the said petitioner (thereby meaning deponent) as tenant thereof, might *be allowed to take and occupy Draycot House and premises as an unfurnished house*; and that it might be referred to the master to ascertain what would be a proper rent to be paid by the said petitioner for or in respect thereof.

Saith, that the said petition was ordered to be heard on the 19th December, 1828, and was supported by an affidavit sworn by deponent, and filed on or about the 16th December, 1828.

Saith, that he was most desirous to be allowed so to occupy Draycot House, for the purpose of occasionally going there, believing that he should thus be enabled, by his presence there from time to time, to keep some check upon the gross mismanagement which was carrying on, not only to the injury of the estate itself as to value, but to the destruction of its beauty, as well as rendering it, according to the opinion of deponent, a disagreeable residence

being allowed to be erected in the immediate vicinity of the mansion, and unnecessary repairs, such as had been the care and study of deponent to avoid, at a very considerable annual expense, during the period that he was in the possession of the estate; but as regards any personal object, deponent declares he had none, as the residence there would have interfered considerably with his other domestic arrangements, and must have been attended with expenses to him, and from whence no personal benefit could by possibility result to him.

Saith, that having lived upon reciprocal terms of good feeling and affection with his tenantry, which they had displayed upon many public occasions, and otherwise, but upon none more than during the unfortunate discussions concerning deponent, which have occupied so long the attention of this court when he, deponent, read the passage in the affidavit of Julius Hutchinson, the solicitor for the infant plaintiffs in this cause, hereinafter particularly set forth, he felt no hesitation in believing the said statement to be none other than the invention of the said Julius Hutchinson, and wholly untrue, and made for the purpose of maligning this deponent to this court.

Saith, that his said petition was opposed by the affidavit of Julius Hutchinson before referred to, sworn the 17th December, and filed the 18th December, 1828, which affidavit contains the following passage: “ and this deponent (meaning the said Julius Hutchinson) saith, that *he hath been informed and believes that the greatest aversion and abhorrence of the said Mr. Wellesley is entertained by the said tenants of the Wiltshire estate, many of whom, and their ancestors, have held under the family of the said late Mrs. Wellesley and her ancestors for a long course of years, on account of his, the said Mr. Wellesley's conduct to his said late wife, and otherwise, and that the said tenants would view with the greatest alarm the probability of his, the said Mr. Wellesley's coming to reside in the midst of the estates, and would be likely to quit possession of their holdings rather than remain in the neighbourhood of the said Mr. Wellesley, and be subject to his continual annoyance.*”

Saith, that he hath since ascertained that this passage from the said affidavit of the said Julius Hutchinson is *wholly false and untrue, and the pure invention of the said Julius Hutchinson, to deceive this court and to affect the character of this deponent, as the said Julius Hutchinson hath heretofore done in affidavits sworn by him in this court in this cause, which were equally untrue; and which said affidavit of the 17th December, 1828 was so sworn by him to impose on and deceive this court, by inducing the court to believe that the said infant's estate would be injured if this deponent went to reside thereon, and to influence this court to reject the said prayer of deponent's petition.*

Saith, that he hath been informed by one Charles Baeyertz, and

which information he believes to be true, that said Julius Hutchinson, previously to filing his said affidavit, sent the said Charles Baeyertz among the tenantry of the said infant's estate in Wiltshire, to ascertain their feeling on the subject of this deponent's going to reside amongst them; and that the said Charles Baeyertz, after having made the proper inquiries, informed said Julius Hutchinson, *previously to his so filing his said affidavit* as aforesaid, that the said tenants, so far from viewing with alarm the prospect of this deponent's going to reside among them, that they should be most happy to see this deponent again in the neighbourhood, and *not one of the tenants could be found to quit his holding.*

Saith, he hath also been informed by the said Charles Baeyertz, and which information he believes to be true, that the said Julius Hutchinson had a correspondence with Mr. William Henry Awdry, of Chippenham, the receiver in this cause, upon the same subject, and in which correspondence said Mr. Awdry cautioned said Julius Hutchinson that said passage in said affidavit was very strong, and could not be borne out by evidence, and in other respects confirmed the statement made by said Charles Baeyertz to said Julius Hutchinson, that not one of said tenantry was likely to quit his holding or relinquish his estate; and that said Mr. Awdry, in said correspondence, also cautioned said Julius Hutchinson against producing false evidence against deponent, or to that effect.

Saith, that notwithstanding such information and caution, and after the said Julius Hutchinson had received the same, as this deponent has been informed by said Charles Baeyertz, and which information deponent believes to be true, the said Julius Hutchinson directed his said affidavit to be filed, observing, that as he had sworn it he should file it, and that it was not likely that deponent would ever find the matter out.

*Affidavit of CHARLES BAEYERTZ of Kennington,
County of Surry.*

(Sworn 3rd February, 1830.)

SAITH, that he has been acquainted with Julius Hutchinson, of Lincoln's Inn, the solicitor for the infant plaintiffs, and with the whole of the proceedings in this suit, and of the said Julius Hutchinson therein, from its commencement to the present time, and the character of those proceedings which have been carried on by the said Julius Hutchinson and James Edward Nixon his clerk.

That, for reasons which, if called upon by this honourable court, he deponent is ready to state, but which he deems it unnecessary for the ends of justice in this case to publish, he was

induced to make known to the Honourable William Pole Tylney Long Wellesley, amongst other things, the information he hereinafter sets forth touching the conduct which has been pursued towards him in this cause.

That he has repeatedly felt an anxiety, from a sense of justice, to inform this honourable court and the said William Pole Tylney Long Wellesley of the iniquitous and false evidence which the said Julius Hutchinson himself swore to in this court in this cause, and the like evidence which others were induced, by bribery and otherwise, to use against the said William Pole Tylney Long Wellesley.

That the said Julius Hutchinson informed this deponent, and which information this deponent verily believes to be true, that Thomas Bulkeley, one of the deponents who swore an affidavit in this cause, received from the Misses Long the sum of 500*l.*, and that the sums paid, advanced, given, or remitted by said Julius Hutchinson in this cause, or on account of the Misses Long, to John Meara, late servant to the said Thomas Bulkeley, another of the witnesses who made affidavits in this cause against the said William Pole Tylney Long Wellesley, amounted to the sum of 260*l.* 3*s.*, or thereabouts, and that Susannah Scott, and George Horatio Scott her husband, other witnesses who made affidavits in this cause, received upwards of 100*l.* for their so doing, and for procuring other disreputable persons to make affidavits to confirm the statements made by the said Mr. and Mrs. Scott in their said affidavits, and that most of the other witnesses who made affidavits against the said William Pole Tylney Long Wellesley were bribed to do so.

That one Elizabeth Gamble, one of the witnesses procured by the said Mr. and Mrs. Scott as aforesaid, made an affidavit in this cause, at the instance of the said Julius Hutchinson and James Edward Nixon, which *she knew to be false*, and that, subsequently thereto, an action was instituted in the Court of Common Pleas by the said Susannah Scott, under the advice of said Julius Hutchinson and James Edward Nixon, against the proprietor or editor of the *Morning Chronicle* newspaper, for damages sustained by the said Susannah Scott, in consequence of an article which appeared in the said newspaper reflecting on the character and testimony of the said Susannah Scott, and which article the said Julius Hutchinson informed deponent he was certain was the production of the said William Pole Tylney Long Wellesley, and that he would make him pay for it.

That he, said Julius Hutchinson, was the attorney on the record in the said action for the said Susannah Scott, and that upon the trial of the said action, said Elizabeth Gamble was subpoenaed, or called as a witness by the said Julius Hutchinson, on the part of the said Susannah Scott.

That the object for producing the said Elizabeth Gamble as a witness on the said trial by the said Julius Hutchinson, was to

corroborate the affidavit she had so, as aforesaid, made in this court, and also to support the character of said Susannah Scott as a virtuous woman, although the said Julius Hutchinson well knew at the time that said Susannah Scott had lived in a state of open adultery and prostitution with the said James Edward Nixon his clerk; for deponent saith that on one occasion, when the fact of the said adulterous intercourse between the said James Edward Nixon and the said Susannah Scott became the subject of public discussion in a court of law, said James Edward Nixon informed this deponent that he had appealed to the said Julius Hutchinson for support and protection, and at the same time urged, as a reason why he claimed such support from the said Julius Hutchinson, "that he knew well the object which had induced that adulterous intercourse, and that without it had existed, he, said James Edward Nixon, would not have been enabled to obtain such affidavits from the said Susannah Scott, and from the very many other witnesses whom she had procured to swear in this cause."

That previously to the said Elizabeth Gamble being called into the witness-box in the said Court of Common Pleas aforesaid, on said trial, she called said Julius Hutchinson on one side, and stated to him that the affidavit she had so made in this *honourable court was false, and that she dared not go into the said witness-box to reswear to the same statements, as she should be convicted of perjury.*

That said Julius Hutchinson then told her, said Elizabeth Gamble, not to be afraid, and that as she had sworn to the statement she must go through with it; and said Julius Hutchinson gave said Elizabeth Gamble a slip of paper, in his own handwriting, with the several dates and periods of time mentioned in her said affidavits, to assist her recollection, and enable her to swear consistently with said affidavit.

That said Elizabeth Gamble was then called by said Julius Hutchinson as a witness, and deposed on oath in support of the testimony she had so as aforesaid falsely sworn in this court; and that the said Julius Hutchinson was in court at the time.

That on another occasion, namely, in the month of December 1828, the said W. P. T. L. Wellesley petitioned this honourable court to become tenant of Draycot House, in the pleadings of this cause mentioned; whereupon he deponent was directed by the said Julius Hutchinson to proceed to Chippenham, in Wiltshire, to Mr. William Henry Awdry, the receiver in this cause, to obtain, amongst other things, *evidence from the tenants of Draycot* aforesaid, to induce this court to prevent the said W. P. T. L. Wellesley from residing there.

That, in pursuance of such orders, he proceeded, on the 4th of December, 1828, to Chippenham, and called on several of said tenants, and particularly on one Henry Bailiff and one — Russ, who had been pointed out to him deponent by the said W. H. Awdry as

the most likely to assist the object of said Julius Hutchinson ; but he deponent was unable to obtain any expression of dissatisfaction or dislike from the tenantry respecting the said W. P. T. L. Wellesley ; but, on the contrary, they stated that he had been a most kind and excellent landlord, and that they were most anxious to see him residing amongst them.

That said Julius Hutchinson also opened a correspondence on the same subject with the said W. H. Awdry ; and said Julius Hutchinson, in or about December 1, 1828, wrote to the said W. H. Awdry, *inter alia*, to the purport or effect as follows :—

“ We have this day heard from Mr. Robins that Mr. Wellesley has applied to rent Draycot. Many objections occur to our mind upon the subject ; but we shall be glad of the aid on this point which your intelligence and local knowledge may suggest : pray, therefore, furnish us such information and arguments as occur to you. Was not Mr. Wellesley a bad tenant during Mrs. Wellesley’s life, as well with respect to the house and demesne as the farms ? It would be well if, on notice of such an intention, the sentiments of the tenants and neighbourhood, and an alarm that Mr. Wellesley’s vicinity may be injurious to the property, could be publicly expressed. I should be glad if, without your interference apparently, a request from the tenants to you, or, if you like it better, to some other party connected with the property, that this may not take place, and founded on solid grounds, could be alleged to the court. I wish we had another tenant ready ; better to have the house somewhat defaced than submit to Mr. Wellesley’s people being in it.”

That said Julius Hutchinson, on or about the 3d day of December, again wrote to the said W. H. Awdry, amongst other things, to the purport and effect, and in substance as follows :—

“ I perceive I must tax what little ingenuity I possess to make out sufficient ostensible reasons for the satisfaction of the Lord Chancellor, why Mr. Wellesley should not be allowed to be tenant at Draycot House, park, and farms : of real weighty reasons there are abundance, but, unluckily, they are not such as weigh with a court. I did not, of course, intend that you should, as receiver, or in any manner, appear as the opponent of Mr. Wellesley, however every feeling you may possess may be abhorrent of him.”

That on or about the 16th day of said month of December, 1828, said Julius Hutchinson wrote again to the said W. H. Awdry, amongst other things, to the purport and effect following :—

“ Mr. Wellesley’s petition that he may become tenant of Drayton House and grounds will be heard on Friday. You will perceive it is of the utmost importance to defeat his mischievous intention : I have in consequence stated, amongst other objections,—that of which I cannot entertain a doubt, namely,—that the tenants of the Wiltshire estates, many of whom and their ancestors have held under the Long family for a course of years, entertain

the greatest abhorrence of Mr. Wellesley, on account of his conduct towards the late Mrs. L. Wellesley, and otherwise; that they would view with great alarm the prospect of Mr. Wellesley going to reside at Draycot, lest they should be exposed to his continual annoyance and interference; and that I verily believe, in case he should go to reside there, many of the tenants would be likely to quit their farms rather than remain in his neighbourhood. I wish some of them could be found who would have courage enough to state their sentiments, and back my statement; otherwise it is impossible to say whether the court would refuse Mr. Wellesley, although I shall of course exert every nerve to resist him. The tenants need not fear Mr. Wellesley; he will have no power. If you could procure any affidavit to this or the like effect, I should be much obliged by your sending them up on Thursday."

That, on the 17th December, 1828, said W. H. Awdry rode over from his residence at Chippenham to Draycot House, where this deponent and Mr. West Awdry were, and shewed to this deponent the letter of the said Julius Hutchinson of the said 16th of December, and stated to deponent, *that said Julius Hutchinson had made too bold a statement to the court; and, from the manner in which the said W. H. Awdry made the observation, this deponent was induced to think that the said W. H. Awdry was not aware that the said J. Hutchinson had sworn, or intended to swear, to such statement.* And deponent then acquainted the said W. H. Awdry that the said J. Hutchinson intended to swear to the statement therein contained, upon which the said W. H. Awdry wrote to the said Julius Hutchinson a letter, containing, amongst other things, as follows:—

"On the subject of the tenants joining in any expression of feeling against Mr. Wellesley, Mr. Baeyertz will be able to tell you that it is quite impracticable: *he as well as my son have sounded one of the best disposed on that head.*" And which said letter the said William Henry Awdry gave to and requested this deponent to take up with him to the said Julius Hutchinson, by the mail of the night of the 17th of December, and to explain to the said Julius Hutchinson that it was impossible to obtain any affidavits or statements from the tenants that they disliked the said W. P. T. L. Wellesley, or that they, or any of them, were likely to quit their holdings or farms; and to caution the said Julius Hutchinson against making any such statement to the court.

That he did deliver the *said letter* to the said Julius Hutchinson, at his own house, *at the breakfast table*, on the following morning, being the 18th of said month of December; and at the same time enforced upon the said Julius Hutchinson the *falsehood of the proposed statement; and also stated to him the facts as he had obtained them from the said tenants, and the wish they had that the said William Pole Tylney Long Wellesley should reside among them.*

That said Julius Hutchinson then rejected the admonition contained in the letter of the said W. H. Awdry, and the information of this deponent, and told this deponent that he should make the statements.

That he, after breakfast, accompanied the said Julius Hutchinson to his office in Lincoln's Inn, where he found another letter, by the post, from the said William Henry Awdry, which had been written on the same 17th of December, and subsequently to that which deponent had brought up from Chippenham, as aforesaid, and which second letter is to the purport and effect following:—

“ I wrote in a great hurry this evening, and as Mr. Baeyertz was going up to town, I referred you to him for explanation as to my being unable to procure any expression of feeling from the tenants on the subject of Mr. Wellesley's renting Draycot House. As I observe, upon looking over your letter of the 16th instant again, that the expressions in the statement you have made for the court are very strong, I am anxious to enter a little further on the subject before the day of hearing, in order that you may be in full possession of the facts; such, at least, as I believe them to be. The farmers have been told that Mr. Wellsley can have no authority over the estates during the minority; and that they therefore consider him for the next six years in a great measure harmless, as far as they are concerned; and, from the expression used by one of the best of them, ‘ I should not like to sign any thing lest I should get into trouble,’ I feel quite convinced that they would look to the possible period when he might again have an influence over the property. Another thing I should mention, which is, that during the time that Mr. Wellesley resided in Wiltshire (which was not long), he did nothing particularly to annoy the tenants; and that his conduct to the late Mrs. Wellesley happened chiefly after he went abroad, and therefore made less impression on the minds of such men as the yeomanry than if it had taken place under their own observations. I enter into the detail in order to account for what might otherwise appear a want of feeling or respect towards the Long family, to whom I really believe they entertain strong sentiments of esteem and gratitude; but knowing, as I do, the general habits of a farmer, I think there is hardly one to be found who would give up his estate under present circumstances. I feel convinced that you will appreciate my motives in troubling you with this long statement, viz., *to prevent any stronger expressions being used on the occasion than can be supported by evidence.* No one can be more anxious than myself to prevent Mr. Wellesley's residence on any part of the property: I assure you that the idea of it haunts me day and night; for I feel almost persuaded that we should be continually at war. But I must submit to my fate if it is to be so; and, at all events, he shall not have to say that *I have brought forward any false evidence against him.*”

That the said Julius Hutchinson then read over said last-mentioned letter, of said 17th of December, to this deponent, and again stated his determination to file his said affidavit and statement, *and said he would run the chance of the other side finding it out.*

That said Julius Hutchinson then placed the said statement in affidavit on the file of this honourable court on said 18th of December, although the said Julius Hutchinson well knew that it was wholly false and untrue, and after he had received the above information.

That he believes, and has no doubt, that the said Julius Hutchinson is now in possession of the said original letters and correspondence above set forth.

The joint Affidavit of WILLIAM PYNE, of Basinghall Street, in the city of London, Gentleman, and GEORGE WRIGHT, of Southend, in the county of Essex, Gentleman.

STATE, that having had their attention drawn to an affidavit sworn to by Julius Hutchinson in this honourable court, in this cause, on the 17th day of December, 1828, and filed on the 18th day of the said month of December, and particularly to the following passage or extract from such affidavit (that is to say):—

“That he hath been informed and believes that the greatest aversion and abhorrence of the said Mr. Wellesley is entertained by the tenants of the said Wiltshire estates, many of whom, and their ancestors, have held under the family of the said late Mrs. Wellesley and her ancestors for a long course of years, on account of his the said Mr. Wellesley’s conduct to his said late wife, and otherwise; and that the said tenants would view with the greatest alarm the probability of his the said Mr. Wellesley’s coming to reside in the midst of the estates, and would be likely to quit possession of their holdings rather than remain in the neighbourhood of the said Mr. Wellesley, and be subject to his continual annoyance and interference.” And having received directions from Mr. Rankin, solicitor to the Honourable William Pole Tylney Long Wellesley, to proceed to Draycot, for the purpose of ascertaining whether such statement of the said Julius Hutchinson was founded in truth, these deponents, on the 28th of November last, proceeded to Chippenham, in the county of Wilts, which is in the neighbourhood of Draycot, to make the necessary inquiries.

Say, that on the 29th day of the said month of November, they

called upon Henry Bayliffe, one of the tenants upon the said estate, who had resided there during the last sixteen years, and who also farmed a very considerable tract of his own lands adjoining those of the said estate, who stated that the said William Pole Tylney Long Wellesley had always been a kind and indulgent landlord to his tenantry, and had acted on all occasions with great kindness, lenity, and uprightness towards them. That he the said Henry Bayliffe knew well, and mixed and associated with the other tenants on the said Draycot estate, and presided sometimes at the audit dinners, when the said tenantry met to pay their rents, and when they freely expressed their sentiments towards their landlord; and that he had presided at the then last audit dinner held upon the estate in the last year; and the said Henry Bayliffe also informed these deponents that he never heard any tenant on the estate speak disrespectfully of the said William Pole Tylney Long Wellesley, or express himself in any manner dissatisfied with him; but, on the contrary, that he was universally regarded by them; and that he should himself be most happy to see the said William Pole Tylney Long Wellesley residing at Draycot, and he believed that every tenant on the said estate entertained the same opinion and wish. And said Henry Bayliffe then informed deponents, that during the period that the said William Pole Tylney Long Wellesley was in receipt of the rents of the said estates, and particularly during the last ten years of that period, the improvements made by him and his agents were very great; and that by reason of those improvements, which were made at a considerable annual expenditure to the said William Pole Tylney Long Wellesley, the said estates of his son were most materially increased in value, and a great part of the neighbouring poor were, by reason of such improvements, kept in employment; and that, in his opinion, it would have tended much to the benefit of the said elder infant plaintiff that the said William Pole Tylney Long Wellesley should have been permitted to reside on the said estate.

Say, that on the 30th of said month of November, they proceeded to the said estate again, and saw John Lea, — Lanfere, Thomas Ferris, John Smith, James Running, James Lane, Thomas Day, John Bethel, and Thomas Sealey; and that on the 1st day of December last, they again proceeded to the said estate, and saw David Cobings, Joseph Robins, Simon Salter, Thomas Bailey, Henry Bayliffe the younger, — Hollis, and Charles Hartford; and that, on the second day of the said month of December, these deponents again proceeded to the said estates, and saw — Hartford and John Hartford his son, — Smart, widow, and James Sealey, who is or acts as present bailiff or steward on the said estate, Edward Bond, and John Russ, *all tenants of the said Draycot estate, the majority of whom occupied their respective farms and holdings under the family of the late Catherine Tylney Long Wellesley, and all of whom occupied such farms and holdings*

during the period that the said William Pole Tylney Long Wellesley was landlord thereof.

Say, that they inquired of each of the above-named tenants whether or not they were desirous that the said William Pole Tylney Long Wellesley should come to reside amongst them again at Draycot; or whether, if he should do so, they would feel annoyed, and would quit the possession of their farms in consequence thereof; and whether they were ever asked these questions before, or questioned to the like purport or effect.

Say, that every tenant expressed an earnest wish and desire that the said William Pole Tylney Long Wellesley would return to reside at Draycot, and stated that he was a kind, considerate, and excellent landlord, that he was always ready to listen to and redress their complaints, and that they highly respected and regarded him. And the said tenants further stated, that they had never expressed to any one a contrary opinion, nor would they have done so had they ever been asked their opinion on the subject.

Say, that several of the tenants (and those being the oldest on the estate) declared their wishes for the said William Pole Tylney Long Wellesley's return in such language as left no doubt in the minds of these deponents of the sincerity of their expressions.

Say, that the said tenants informed them that they never had themselves, nor had they ever heard the other tenants on the said estate, speak disrespectfully of the said William Pole Tylney Long Wellesley; but that they believed every tenant of the said Draycot estates would be glad to see him a resident among them again; and also, that many of them stated that they considered, looking to the great improvements which he had caused to the said Draycot estates during the period he was the landlord thereof, it would be highly beneficial for the interest of the said elder infant plaintiff that he should have continued by himself and his agent his residence there.

Say, that the several tenants whose names are hereinbefore stated *are the whole of the tenants* on the said Wiltshire estate, save and except — Baker, who, as these deponents were informed and believe, is a non-resident tenant on said estate, and Thomas Bullock, who was, at the time these deponents made the said inquiry, then absent from the said estate, but whose wife these deponents saw, and who expressed to these deponents similar sentiments to those avowed by said other tenants above detailed respecting the said William Pole Tylney Long Wellesley, and — Vines, who was very ill, and confined to his bed, and unable to see deponents.

Say, that during their progress in the above inquiries, they saw — Coleman, Esq., one of the oldest resident magistrates in the said neighbourhood, and universally respected, who, in conversation with these deponents, observed, that during the period the said Mr. Wellesley resided at Draycot, and was in possession of the estate,

the improvements made by the said Mr. Wellesley on said estate had been very considerable, and that the alterations and improvements made by said Mr. Wellesley would be a living monument to his credit; but that since said Mr. Wellesley and his agents had left the said estate, he was very sorry to find that system of improvement had not been continued; and the said Mr. Coleman further added, that he thought the neighbourhood generally would be very glad to see Mr. Wellesley residing among them again.

Say, that having obtained the opinion and feeling of said tenants of the said Wiltshire estates, and having thereby ascertained the untruth of the statements contained in the passage above set forth in the affidavit of the said Julius Hutchinson, and being desirous that no misconception might take place as to the real sentiments of said tenants, they were, on the 28th day of January, 1830, directed again to proceed to the said estate, and obtain from the tenants on the said estate a written confirmation of their former sentiments.

Say, that they accordingly proceeded to the estate, and, on the 29th of the said month of January, and four following days, read over to the several tenants whose names are subscribed thereto the copy of the said passage from the said affidavit of the said Julius Hutchinson, and the memorandum affixed thereto next hereinafter set forth—that is to say—

Extract from Affidavit of Julius Hutchinson, sworn the 17th day of December, 1828, and filed on the 18th day of the same month, in the Court of Chancery, in the cause 'Wellesley v. Beaufort.'

“That he has been informed and believes that the greatest aversion and abhorrence of the said Mr. Wellesley is entertained by the tenants of the said Wiltshire estates, many of whom, and their ancestors, have held under the family of the said late Mrs. Wellesley and her ancestors for a long course of years, on account of his the said Mr. Wellesley's conduct to his said late wife, and otherwise; and that the said tenants would view with the greatest alarm the probability of his the said Mr. Wellesley's coming to reside in the midst of the estates, and would be likely to quit possession of their holdings rather than remain in the neighbourhood of the said Mr. Wellesley, and be subject to his continual annoyance and interference.”

“Chippenham, 29th January, 1830.

“We the undersigned, being tenants of the Wiltshire estate, have heard read the above statement sworn to by Julius Hutchinson, as we are informed for the purpose of inducing the Lord Chancellor to refuse the Honourable William Pole Tynney Long Wellesley to reside at Draycot House, and we do not hesitate to inform the said Mr. Wellesley that the same statement is not true, and also to assert that Mr. Wellesley was, during the period he was our landlord, a kind and generous landlord, and attentive to the im-

provement of the estate, and was much respected by us, and that we should be glad to have him resident again among us at Draycot House; and that we should have stated this to be our feeling if we had ever been asked our opinion by Mr. Hutchinson or any other person on this subject, and that we consider it would be materially to the benefit of the estate that Mr. Wellesley should return and reside on it.

JOHN BETHELL,
JOHN SMITH,
THOMAS FERRIS,
JAMES LANE,
JOHN LEA,
JACOB SMITH,
EDWARD BOND,
THOMAS SEALY,
JOHN HARFORD,
HENRY BAYLIFFE,
JOSEPH ROBINS.

CHARLES HARFORD,
THOMAS DAY,
SIMON SALTER,
HENRY CLARK,
ISAAC COLLINS,
CHARLES BUTLER,
JAMES SEALY,
JAMES RUNNING,
RICHARD HULL,
THOMAS HAYWARD,"

Say, that the said tenants who have so subscribed their names to the said memorandum did so with the greatest readiness, and at the same time expressed to deponents their astonishment and disgust, in the strongest terms, that the said Julius Hutchinson could have been bold enough to make on oath to this court a statement so decidedly at variance with the truth.

Say, that on the 1st February instant several of the tenants of the said estate had not signed the said memorandum above set forth, and these deponents proceeded therefore again to the said estate to obtain their signatures to the same; and deponents were then informed that West Awdry, of Chippenham aforesaid, gentleman, (the son of William Henry Awdry, Esq., the receiver appointed by this honourable court of the infants' estates in this cause) had been on that day to many of the said tenants, and requested them not to sign the said memorandum, and obtained from some of them a promise that they would not sign the same.

Say, that they were therefore unable to obtain the signatures thereto of six of the tenants, four of whom, namely, — Lansfere, — Baker, John Russ, the said bailiff or steward of the said estate, and David Collins, in the strongest terms contradicted the statement of the said Julius Hutchinson verbally, and authorised these deponents to state that the same was false, and the invention of the said Julius Hutchinson.

Say, that Thomas Bailey, another of the said tenants who had so promised the said West Awdry not to sign the said paper, expressed his regret at having made such promise, not having known the contents of such paper when he made such promise, and wrote to the deponent, George Wright, a letter in the words and figures following:

" SIR,

Chippenham, 2d February, 1830.

" The document I this day heard read containing a charge of saying that I should be annoyed and leave the estate I occupy if W. L. Wellésley, Esq. came to Draycot to reside, which charge I deny as incorrect, as I never expressed any thing of the kind.

Am yours obediently,

" To G. WRIGHT, Esq."

THOMAS BAILEY.

Say, that Thomas Bullock, another tenant of the said estate who declined signing the said memorandum, also stated the untruth of the said statement of said Julius Hutchinson, and wrote to said George Wright a letter in the words following :

" ESTEEMED FRIEND, G. WRIGHT, *Langley, 2d month 1st, 1830.*

" The document I this day heard read containing a charge of saying that I should be annoyed and leave the estate I occupy if W. L. Wellesley came to Draycot to reside, which charge I deny as incorrect, as I never expressed any thing of the kind,

" Am, with due respect,

THOMAS BULLOCK."

Say, they called at the residence of — Smart, widow, and — Hollis, tenants on said estate, and who had on the former occasion both said that the statement of said Julius Hutchinson was untrue as hereinbefore-mentioned, but these deponents were unable to see them, and consequently did not obtain their signatures to said memorandum.

Say, that they were unable to see — Belcher, also one of the tenants.

Say, (save and except the cottage tenants, who are principally labourers) they believe the before-mentioned persons are the whole of the tenantry on the said Wiltshire estates.

Say, that on the 4th of February instant they obtained an interview with said William Henry Awdry at Chippenham aforesaid, and said William Pyne then read from the draft affidavit of Charles Baeyertz, sworn in this honourable court in this cause on the 3d day of February instant the correspondence therein set forth, for the purpose of ascertaining from said William Henry Awdry whether the same was correct and had taken place, when said William Henry Awdry did not deny that such correspondence had taken place, but stated that he kept copies of all his letters, and should be ready to produce them to this court if called upon.

*Affidavit of JULIUS HUTCHINSON, of Lincoln's Inn,
county of Middlesex, Gentleman.*

(Sworn and filed February 26, 1830.)

SAITH, that he deponent has read the affidavit of the Honourable William Pole Tylney Long Wellesley, and the affidavit of William Pyne and George Wright, and the affidavit of Charles Baeyertz, all filed in this cause on the 18th of this instant, month of February.

Saith, that when he made the affidavit referred to in the said affidavit of said Wm. P. T. L. Wellesley as having been sworn by deponent on the 17th, and filed on the 18th of December, 1828, deponent had in fact been informed, and verily believed, that the greatest aversion and abhorrence of the said Mr. Wellesley was entertained by the tenants of the Wiltshire estates (of which said eldest infant plaintiff is tenant in tail), many of whom and their ancestors, as deponent had been informed and believed, have held under the family of the late Mrs. Wellesley and her ancestors for a long course of years, on account of his said Mr. Wellesley's conduct to his said late wife, and otherwise; and that said tenants would view with the greatest alarm the probability of his said Mr. Wellesley's coming to reside in the midst of the said estates, and would be likely to quit possession of their holdings rather than remain in the neighbourhood of said Mr. Wellesley, and be subject to his continual annoyance and interference: for deponent saith, that in or about December 1825, *James Edward Nixon*, who has for many years been a managing and principal clerk in the office of deponent and his partner Thomas Hodgson Holdsworth, went down to Draycot, by direction of deponent, upon business connected with the affairs of the infant plaintiffs, and to serve notices on the tenants of the said Wiltshire estates not to pay their rents as from the 12th of September, 1825, (the date of the late Mrs. Wellesley's decease) to said Mr. Wellesley or his agents, but only to said defendants, the trustees, or to the receiver then about to be appointed by this court.

Saith, that on the return of the said James Edward Nixon from Draycot soon afterwards, said *James Edward Nixon* informed deponent, and which information deponent verily believes to be true, that he said James Edward Nixon had conversed with many of the tenants and other persons connected with and employed upon said estates at and near Draycot, and that they had expressed the strongest aversion to and abhorrence of said William Pole Tylney Long Wellesley, on account of his conduct to his said late wife; and that said tenants and others expressed their belief, that if the said Mr. Wellesley had gone down to Draycot aforesaid at the time of

the burial of his said wife's remains, he would have been stoned to death, or torn to pieces, or some expressions to that or the like effect.

Saith, that in the month of December, 1828 he had a correspondence with Mr. Awdry, the receiver in this cause, on the subject of the feeling of said tenants towards said William Pole Tylney Long Wellesley; and although it appeared, as the result of such correspondence, that there was little or no probability that any tenant would be likely to come forward and make an affidavit on the subject, nor any chance of obtaining any public expression of the feelings of the said tenants, yet deponent by no means understood from such correspondence, and does not now believe the fair result of it to have been that the tenants entertained any friendly feeling towards said William Pole Tylney Long Wellesley; and, on the contrary, deponent verily believed, when he filed his said affidavit on the 18th of December, 1828, that the passage therein contained and referred to in said affidavit of said William Pole Tylney Long Wellesley was perfectly correct, not only from the reasons aforesaid, but also in consequence of the information which he derived from said Charles Baeyertz, as hereinafter mentioned, as well as from other persons.

Saith, that said Charles Baeyertz is of the age of twenty-two years, or thereabouts, and he is the brother of deponent's wife.

Saith, that from the time when he was ten years old, or thereabouts, he was constantly maintained and educated by and lived with deponent; he, said Charles Baeyertz, having in fact no property whatever, either in possession, reversion, or expectancy, to the best of deponent's knowledge and belief.

Saith, that when he said Charles Baeyertz was of a proper age, deponent placed him as a clerk in the office of deponent and his said partner, and he continued to be so employed until the month of July 1829, when, in consequence of long-continued and inveterate misconduct, deponent finally dismissed him, and forbade him ever again to come into the house of deponent, or the office of deponent and his said partner.

Saith, he verily believes that no part of the evidence brought forward by deponent, or by any other person by his direction or advice, or with his privity, knowledge, or consent, against the said William Pole Tylney Long Wellesley, has been either iniquitous or false.

Saith, that all the evidence given by deponent in this cause is, to the best of this deponent's knowledge and belief, perfectly true.

Saith, he utterly denies that either he, or any person acting under his directions, or, to the best of this deponent's belief, any other person, has bribed, or held out any inducement whatever in the nature of a bribe, to any person to give evidence against the said William Pole Tylney Long Wellesley in this or any other cause.

Saith, he does not recollect or believe that he informed said Charles Baeyertz (although deponent has been informed and be-

lieves it to be true) that Dr. Thomas Bulkeley, named in the affidavit of said Charles Baeyertz, received from the Misses Tylney Long the sum of 500*l*.

Saith, that no part of such sum having been paid by or through the agency of deponent, he deponent does not know of his own knowledge whether the same, or any other sum has been paid to said Thomas Bulkeley; but deponent further saith, he hath been informed, and verily believes, that the said sum of 500*l*. was so paid under the circumstances hereinafter stated, long after the said Dr. Bulkeley had sworn his affidavits in this cause of the 4th and 5th November, 1825, and 27th February, 1826, which contain nearly all, and by far the most important testimony rendered by him in this cause against the said Mr. Wellesley, and Helena, now his wife.

Saith, that he hath been informed, both by said Thomas Bulkeley and by the said Misses Tylney Long, that no application was made to the said Thomas Bulkeley to afford his evidence in this cause by the said Misses Tylney Long either in person or by letter, and either directly or indirectly, otherwise than through deponent.

Saith, he hath been informed by said Dr. Thomas Bulkeley, and verily believes that said Dr. Bulkeley came forward solely in performance of a promise he had made to said late Mrs. Wellesley, and in compliance with the request expressed in a letter addressed to him when at Paris by this deponent, at the desire of the said Misses Tylney Long, and which letter was in the words and figures following,—that is to say:—

“SIR,

Lincoln's Inn, 17th October, 1825.

“I am induced to address you on behalf of the friends of the late Mrs. Long Wellesley, in consequence of having learnt from Captain Bligh's solicitor, that, contrary to the expectations lately entertained, you are not likely to come over for some time, and that family matters oblige you to make a journey to Turin. I can hardly hope that you could defer any engagements of importance to yourself for the concerns of others, but I am persuaded that if any motive would induce you to do so, it would be to render a service to the children of the poor departed lady in the shape in which she was most anxious to avail herself of your good offices, namely, giving evidence in the Court of Chancery to shew how improper a person Mr. Wellesley is to have the management of his children. The whole family on both sides deprecate the children falling into his hands, and a contest is about to take place to determine this point, in which your evidence will be of the utmost consequence, but it may be that it will be required within a fortnight from the present time, and, in all probability, it will be requisite very shortly. I submit these circumstances to your friendly and generous consideration, well knowing, that if they have sufficient

weight to alter your plan, and if it admits of alteration, you will not hesitate to comply with the anxious wishes of the friends of the children, and that not a word more is requisite from me. In either case, I beg, as a particular favour, a line in reply at your earliest convenience after the receipt of this.

"I have the pleasure to remain, Sir,

"Your most obedient humble servant,

"J. HUTCHINSON."

Saith, that on receiving said letter of deponent, the said Dr. Bulkeley came to England, without any stipulation whatever as to any remuneration to be paid to him for his loss of time, or in consideration of the interruption of his professional avocations as a physician, or on account of his travelling expenses.

Saith, he hath been informed, and verily believes, that the said sum of 500*l.* was paid to the said Dr. Bulkeley by the said Misses Tylney Long, in performance of a promise to that effect which had been made to the said Dr. Bulkeley by their said late sister Mrs. Wellesley, in consideration of his services as consulting and travelling physician in the family of the said Mr. Wellesley, from about the month of May 1823 to the month of July 1824, which services the said late Mrs. Wellesley repeatedly informed this deponent she considered to have been extremely valuable to the health of herself and her children, the said infant plaintiffs, and not to have been by any means adequately remunerated by said Mr. Wellesley.

Saith, that in a former stage of the proceedings in this cause, Major General Sir John Cameron, Knight, Commander of the Order of the Bath, then Lieutenant-Governor and Commandant of His Majesty's troops at Plymouth, and four other brother-officers of said Dr. Bulkeley, bore the highest testimony to the honour and integrity of said Dr. Bulkeley, and declared their conviction that he was utterly incapable of wilfully asserting a falsehood, or of the slightest deviation from the truth, especially where such deviation would operate to the prejudice or injury of any person whomsoever.

Saith, that according to the best of his knowledge, information, and belief, all the sums paid, advanced, or given to John Meara by deponent and his said partner, or by the said Misses Tylney Long, were paid, advanced, given, or remitted to him by or through deponent.

Saith, that the whole of said sums which were so paid, advanced, given, or remitted to said John Meara by deponent, either in this cause, or on behalf of said Misses Tylney Long, did not exceed the sum of 260*l.* 3*s.* and were paid in manner hereinafter mentioned.

Saith, that the sum or sums which were so paid to said John Meara for his time, trouble, and expenses, in and about making his two first affidavits in this suit did not exceed the sum of 60*l.* 3*s.*,

which, in the judgment and opinion of deponent, was a reasonable and proper sum, the said John Meara having left the employment in which he was engaged at Paris, prior to making the said two first affidavits, and having come over to England at the request of the said Misses Tylney Long, or of this deponent on the behalf of the said infants, to give evidence in this cause, and having, on the occasion of making his said two first affidavits in this cause, remained in England from the latter end of October, 1825, to on or about the 5th February, 1826.

Saith, that in the judgment and opinion of this deponent, and under the sanction of the counsel of the said infants, it was deemed proper and requisite to detain the said John Meara in this country for the period last aforesaid, in order to meet any affidavits which might have been filed on the part of the said Mr. Wellesley in contradiction of the said affidavit of the said John Meara.

Saith, that, in point of fact, he did so detain said John Meara as last aforesaid, for the purpose of having him ready at hand to meet any such contradictory affidavits as aforesaid; and also to afford a proof that the said John Meara did not flinch from responsibility; and to afford said Mr. Wellesley an opportunity of prosecuting said John Meara for perjury, in case he should be advised so to do.

Saith, that no affidavits having been filed by said Mr. Wellesley in contradiction of said affidavit of said John Meara, nor any notice having been given to deponent of said Mr. Wellesley's intention so to do, up to said 5th February, 1826, he deponent concluded that the said Mr. Wellesley was unable, or did not intend, to contradict the statements in said affidavits of the said John Meara; and therefore deponent consented to said John Meara returning to the Continent, whither he was desirous to go.

Saith, that on the 6th of February, 1826, being the very next day after the departure of the said John Meara, an affidavit sworn by the said Mr. Wellesley on the 2d of February, 1826, was filed in contradiction to said affidavits of the said John Meara.

Saith, that he immediately forwarded a copy of the said affidavit filed by the said Mr. Wellesley on the said 6th day of February, 1826, to the said John Meara, at Paris.

Saith, he hath been informed and believes, that thereupon the said John Meara prepared, or caused or procured to be prepared, a further affidavit in reply to the matters set forth in the said affidavit of the said Mr. Wellesley, which occupied several days; and the said John Meara swore the said affidavit on or about the 27th day of the said month of February, 1826, and forwarded, or caused the same to be forwarded, to deponent; and the same was filed by deponent on the 8th day of March, 1826.

Saith, that he hath not yet paid the said John Meara for his loss of time and expenses in and about making the said last-mentioned affidavit, in Paris, as aforesaid.

Saith, that no further or other sum or sums of money, present, gift, reward, or remuneration whatsoever, was or were paid, advanced, given, promised, or offered by deponent or his said partner, or by any person or persons, to deponent's knowledge or belief, to said John Meara for his loss of time, trouble, and travelling, and other expenses, in and about making his said two first-mentioned affidavits, than said sum of 60*l.* 3*s.*

Saith, that said John Meara would, in the judgment of deponent, have been entitled to receive more than said sum of 60*l.* 3*s.*, if he had not been in part maintained by and at the expense of said Doctor Thomas Bulkeley, during the time of his, said John Meara's, aforesaid residence in England.

Saith, that no promise or expectation of any sum or sums of money, fee, premium, reward, or compensation, gratuity, present, or protection, nor any inducement whatsoever, other than that of serving a good, honest, and proper cause, was or were made or held out to said John Meara by deponent; nor, according to the best of his knowledge, information, and belief, by his said partner, or by said James Edward Nixon; nor by said Misses Tylney Long or either of them; nor by any other person or persons whomsoever, by or under the order, authority, or permission of said Misses Tylney Long, or either of them; nor of deponent or his said partner, or either of them; nor, in point of fact, according to the best of deponent's knowledge, information, and belief, was or were any sum or sums of money over and beyond said sum of 60*l.* 3*s.* advanced, paid, or given to said John Meara, except the sum of 200*l.* hereinafter mentioned.

Saith, that some time in or about the month of September 1826, said John Meara applied to said Misses Tylney Long, through deponent, for the grant or loan of a sum of money, for certain purposes mentioned by him; and deponent having communicated the same to said Misses Tylney Long, a letter was written and sent to said John Meara by deponent; in consequence of which, said John Meara wrote and sent a letter to said Misses Tylney Long, in the words and figures, or to the purport following,—that is to say:—

*“ Hotel et Rue du Helder, Boulevard des Italiens,
Paris, 25th September, 1826.*

“ LADIES,

“ With grateful thanks I have to acknowledge the receipt of a letter from Mr. Hutchinson, which no doubt contains your sentiments towards me. No mortal can feel more than I the truth of which you have authorised him to say in regard to your circumstances, as also the enormous expenses of your noble and virtuous case; but I assure you, ladies, that nothing but the dread of my future ruin and unhappiness induces me to call on your generosity of this unfavourable moment, by which, if you were kind enough as to assist me at this critical moment, you would lay a foundation for me to get a respectable livelihood, and at the same time insure my

future happiness. It is painful for me to be compelled, at this unfavourable moment, to crave your assistance, knowing the expenses you have been at; but this opportunity lost to secure what would hereafter insure my safety from future want, is what forces me to now trouble you. Mr. Hutchinson's letter to me assures me that you are interested in my welfare; I shall, therefore, without any further hesitation, lay before you my future prospects, at the same time placing my fate in your generous hands. The proprietor here of a most respectable hotel proposes to me to become his son-in-law, but at this moment is under an embarrassment of 200*l.*, which is a balance of 1200*l.* the hotel cost him, and which 200*l.* must be made good immediately. Now, ladies, I do not presume to ask this sum of you by way of a present; what I presume is this: I shall, with grateful thanks, accept any present you may be pleased to offer me, if you will be kind enough to advance me the rest of 200*l.*, which sum I shall engage to pay into Mr. Daly the banker's hands, with interest, before the expiration of two years. I would engage to pay it sooner, but some improvements in the hotel being necessary, I would not engage to pay it sooner; so, ladies, by your assistance I could remove this difficulty, and at once see myself a respectable housekeeper; and on the removing of this difficulty my happiness depends, when I would see myself out of all danger of any future want, I being sure to succeed through Mr. Daly's interest, who would patronise me. A bill payable in three months, if you deign to grant my request, and raise from future want to affluence, and would answer my purpose; and be assured I would be punctual in discharging my pecuniary obligations to you, and you shall have my prayers, ladies, all the days I have to live. I beg, ladies, you will not suspect that it is adequate indemnity for my exertions in this unhappy affair that induces me to now crave your assistance; no, certainly not; for I would do the same were I called on to-morrow, and such a glorious cause;—no, but it is that Mr. Wellesley's affidavits and attack on my unfortunate character has completely ruined my prospects to earn my bread as a servant; and now an opportunity offers which, by your assistance, will place me beyond every risk of future want. So now, ladies, I call on you, being the only friends I have in this critical moment of either life or death; so I call on you to give me the former, by removing this difficulty. My friend and master, Dr. Bulkeley, mistook when he said (what I am sure most anxiously wished) that I was well placed; but this is my fault, and which I explained in a letter I wrote to him since his departure, directed to Greenwood, Cox, and Co., Charing Cross. Dr. Bulkeley's lady knows something of my affairs here, and to whom I refer you. I humbly crave, ladies, your pardon, for intruding so long on your patience and valuable time, and I put all my trust in your virtuous and generous hands.

"I have the honour to be, &c.,

"To the MISSES LONG.

"JOHN MEARA.

"N.B. I should be very happy to receive any communications through Mr. Daly's hands."

Saith, that in consequence of said letter of said John Meara, said Misses Tylney Long directed deponent to remit to said John Meara 200*l.* (that is to say), 100*l.* as a present or gift from them, and the remaining 100*l.* as a loan, which he accordingly did.

Saith, that on or about 24th October, 1826, he deponent received from said John Meara a letter partly in the words and figures, or to the purport following,—that is to say :—

"SIR,

"Paris, 28th October, 1826.

"Your kind letter of 17th instant has just come to hand. Oh, my dear sir, could you but conceive for a moment the firm ground on which it has placed me. A moment before its arrival I was in a state of despair and distraction ; and when I opened it and saw its contents, conceive my joy, because the dear and virtuous and generous ladies' generosity has exceeded my expectations ; not that I doubted a moment their willingness to befriend me, but the immense expenses they have been at was an obstacle to my succeeding ; however, it was an agreeable surprise. I shall write to them when my hand is steady ; their kindness overpowers me. Should you, in the mean time, write, say one word from me, that that life which was devoted to the service of their unhappy sister shall be for ever devoted to them ; never shall I forget such kindness. I wish, sir, you saw the letter I wrote to the ladies ; that would give an idea of my situation, which is this : I am attached to the daughter of the proprietor of a very respectable hotel these three years, and he has proposed to me to become his son-in-law ; but he is short 200*l.*, balance of 1200*l.* the hotel cost him ; and could he not make this sum good, God knows the result : so I need say no more, as you may judge the rest. Conceive the happiness your letter brought me ; conceive the happiness it brought to her who loves me, and who now makes sure I shall no more stay away from her : she is at my elbow, with tears of gratitude in her eyes, and begs me to thank the young ladies for restoring me to her ; and we both unite our thanks to you, Mr. Hutchinson, for the trouble you have had, and the great interest you have taken in my welfare. Such kindness is not thrown away ; you have bestowed it on one who is capable of feeling the force of it."

Saith, he hath been informed and believes that said John Meara had been upwards of two years the servant of the said Mr. Wellesley and of said late Mrs. Wellesley, and was very much attached to said Mrs. Wellesley, whose sufferings he often witnessed ; and said John Meara was repeatedly spoken of by her in conversation, and mentioned by her as the faithful Meara.

Saith, he understood and believed that the sums so given and advanced by said Misses Tylney Long to the said John Meara were so given and advanced in performance of what they believed to have

been the intention of their said late sister, if her life had been spared.

Saith, that no sum of money was given by deponent or by any other person, to his knowledge or belief, to George Horatio Scott, or Susannah his wife, named in the affidavit of said Charles Baeyertz, for procuring disreputable or any persons to make affidavits to confirm the statements made by said Mr. and Mrs. Scott; and deponent never informed the said Charles Baeyertz that any bribe whatsoever had been given to any person whomsoever, with relation to any testimony given in this cause, nor was, in fact, any such bribe ever given, to the knowledge or belief of deponent.

Saith, that the sums paid to said Susannah Scott relative to the affidavits made by said Susannah Scott were paid to her solely for her loss of time and expenses in attending to make said affidavits, and, subsequently, on attending to find out the other persons who corroborated the testimony given by her, and in attending with them at the chambers of deponent and his partner Thomas Hodgson Holdsworth.

Saith, that, in the first instance, said Susannah Scott only made one affidavit in this cause (that is to say), an affidavit sworn by her on or about 20th November, 1826.

Saith, that besides the attendances upon said Susannah Scott and her attendances on the other witnesses before referred to, she attended at the office of deponent twenty-nine different days (a day or two more or less) between the 10th July, 1826, and the 17th January, 1827, being a period of six months; and that for such attendances, and her coach hire, said Susannah Scott was paid 17l., and no more.

Saith, that besides the attendances upon said George Scott and his attendances on other witnesses, he attended at the office of deponent and his said partner ten different days (a day or two more or less) during the same interval; and that for the whole of such attendances and his coach hire, and expenses consequent thereon, said George Scott was paid 5l. 10s., and no more.

Saith, that the payments made to the other witnesses who made affidavits in addition to and in support of said affidavits of said Susannah Scott, were equally reasonable and moderate.

Saith, that the reason why said George Horatio Scott and Susannah his wife attended to find out the other witnesses who made affidavits in addition to and in support of the evidence of said Susannah Scott, was the following, namely: that deponent was informed by said Susannah Scott, a very short time after the making of her said first affidavit, and after same had been read in the Court of Chancery, that said Mr. Wellesley or Mrs. Bligh (now Mrs. Wellesley) on his and her own behalf, had been applying to several persons, who, as well as said Susannah Scott, had been in the employ of said Mrs. Bligh, to make affidavits in contradiction of the evidence of said Susannah Scott.

Saith, that in consequence of such information, deponent was advised by the counsel of said infants, that it was requisite and indispensable to inquire and ascertain who were the several persons able to give evidence on the subject of the matters deposed to in said affidavit of said Susannah Scott; and having obtained from her the names of such several persons, he deponent directed said Susannah Scott and her husband to inquire after and find out such persons, and to bring them to the office of deponent and his said partner; or in case any of such witnesses could not attend as last aforesaid, to furnish deponent, or James Edward Nixon, the clerk of deponent and his said partner, with the addresses of such witnesses, in order that said James Edward Nixon might go to them.

Saith, that the sums which were paid to said George Horatio Scott and Susannah Scott his wife, or one of them, over and above the sums of 17*l.* and 5*l.* 10*s.* before mentioned, were not paid to them or either of them for their, his, or her time, trouble, or attendance in and about making the affidavits before mentioned, or any other affidavits, nor for their, his, or her time, trouble, and attendance, in and about procuring the affidavits of the other witnesses before mentioned; but the same were paid entirely from motives of compassion, and in consequence of the letters hereinafter mentioned, and other representations of said George Horatio Scott and Susannah his wife, as to their being in great pecuniary distress and suffering, in consequence of their having made affidavits in this cause, or to that effect; and such sums were all paid long after they had made their affidavits in this cause.

Saith, that no promise or expectation of any sum or sums of money, fee, premium, reward, or compensation, gratuity, present, or protection, or any inducement whatsoever, other than that of serving a good, honest, and proper cause, was or were made or held out to said George Horatio Scott and Susannah his wife, or either of them, by said Misses Tylney Long, or either of them, nor by deponent and his partner, or either of them, nor by said James Edward Nixon, nor any other person or persons whomsoever, by or under the order, authority, or permission of said Misses Tylney Long, or either of them; or of deponent and his said partner, or either of them, prior to their making their said affidavits; nor, in point of fact, according to the best of deponent's knowledge, information, and belief, was or were any sum or sums of money, over and beyond said sums of 17*l.* and 5*l.* 10*s.*, advanced or paid to said George Horatio Scott and Susannah Scott, or either of them, until a considerable time after they had made their said affidavits.

Saith, that the said advances or payments were made at such subsequent time, from commiseration of the distresses and abject condition of the said George Horatio Scott and Susannah his wife, and of the injury which the said Misses Long and deponent verily believed said George Horatio Scott and Susannah his wife to have sustained, in consequence of the *ex-parte* affidavits against them

having been published in the public newspapers, before any of the said affidavits had been read or in any manner used in court.

Saith, that from the numerous affidavits sworn in this cause by the said George Horatio Scott, and by other witnesses who have given evidence for said infant plaintiffs, in contradiction of the imputations cast or attempted to be cast upon the said Susannah Scott, and in vindication of her character, he this deponent verily believed, at the time the said advances or payments were made to her on behalf of the Misses Tylney Long, that the said Susannah Scott was a woman of decent and proper conduct, and deserving of commiseration and charity; and deponent had no reason to believe or suspect that her character stood otherwise than fair with the world.

Saith, that as evidence that no promise or expectation whatever of any reward, gifts, or advantage, was held out to the said George Horatio Scott and Susannah his wife, or either of them, to induce them, or either of them, to make their, his, or her aforesaid affidavits in this cause, deponent did, on or about the 19th February, 1827, receive, enclosed in a letter from Miss Emma Tylney Long, a letter purporting to be written and addressed to Misses Tylney Long by the said Susannah Scott, and which is in the words or figures, or to the purport and effect following,—that is to say:—*

“ 3, Grove Street, Lisson Grove, Paddington, London,
February 14, 1827.

“ It is with great reluctance and timidity I venture to address you on a subject which may, I fear, have an appearance of overrating the services I have rendered the children of the late Mrs. Wellesley; but when I most sincerely assure you that the severe difficulties I am now encountering are solely from the affidavits I have made, I humbly hope and trust you will contribute your aid in extricating me from them. From pecuniary difficulties of my husband, in February 1825, I entered into the employ of Mrs. Bligh, through the medium of Mr. Turner, of Essex, who has known me and my family as being highly respectable from my infancy. Sorry I am that I ever took such a situation; but I was completely deceived, as I never found out that I was serving any other individual than Mrs. Thompson, until my return from Calais; and I was necessitated to continue with her until I could hear of something better. My husband has never recovered his difficulties; and, consequently, when I left Mrs. Bligh in June last, the only alternative I had was to endeavour to obtain another situation as soon as possible; but you may suppose I was greatly shocked when I found, from the publicity given in the newspapers of the infamous perjured affidavits of the discharged and foreign servants of Mrs. Bligh and

* This letter was composed by Nixon: the original copy, in his handwriting, is in our possession.

Mr. Wellesley, that my character was so much doubted, no one would enter into an engagement with me. Thank God, the Lord Chancellor, in his late decision, fully vindicated my character, and gave me credit for speaking the truth, whilst he thoroughly disbelieved the wicked accusations that had been made public against me; but still I am a lamentable sufferer by coming forward, and had it not been to serve so good a cause, I certainly never would have done it, though by doing of it I am at present almost deprived of earning an honest livelihood. When I engaged with Mr. Turner to serve Mrs. Thompson, or Bligh, I was to receive 50*l.* for going to Calais; but, through making the affidavits, I have not only lost all prospect of obtaining that, but Mrs. Bligh has refused to give up a great quantity of my clothes, valued, I am certain, at not less than 40*l.* As soon as that woman ascertained I was getting evidence against her, knowing that I could state many important secrets, she declared she would ruin me; and immediately, with the aid of Mr. Powell, her solicitor, and Mr. Wellesley, procured the persons I have already named, of bad character, to make affidavits against me; and which they, with the truest spirit of demonism, instantly inserted in the public journals, solely, I believe, with the view of ruining mine and my husband's happiness and prosperity in life for ever; and I humbly assure you, it is not without great and deep regret that I have, after many days' reflection, determined to appeal to you in my present pecuniary difficulties; but when I reflect on the afflicting situation I have placed myself in through interfering with this, to me unfortunate, case, and when I state that I have already parted with much of my apparel to subsist on, I most confidently trust I need not for one moment imagine you will treat the application with indifference. I certainly must acknowledge that I have already received about 17*l.* of Mr. Hutchinson and Mr. Nixon, for which I am sincerely thankful; but I venture to appeal to both these gentlemen, whom I was repeatedly compelled to consult, to convince you that I was occupied daily for a considerable period in obtaining important evidence, and in which I fully succeeded; in addition and in support of the statements I had sworn to. I venture to observe, that money cannot repay me for the wicked attempts that have been made on my character, through which I am at this period a severe mental sufferer; but if pecuniary difficulties are added to those sufferings, they can only be alleviated by those who have the power; and as I flatter myself I have been instrumental in promoting the success of your cause, I humbly hope you will not consider this application, under the circumstances I have related, as unworthy your consideration.

"I have the honour to remain,

"Your very obedient, humble, and devoted servant,

"SUSANNAH SCOTT.

"Miss TYLNEY LONG, &c. &c. &c., Regency Square,
Brighton, Sussex."

Saith, that the letter of said Miss Emma Tylney Long, inclosing the said letter of the said Susannah Scott, so far as the same relates to the subject matter thereof, with the exception of two sentences, is in the words and figures and to the purport and effect following,—that is to say:—

“SIR,

“Brighton, February 18, 1827.

“The enclosed letter we received a few days ago, and we send it to you in order that you may do what you think just and equitable for Mrs. Scott, to whom we cannot write ourselves, as we have uniformly conducted all business of this kind through you alone, and have never had any communication with any of the persons who made affidavits in the late cause. Pray tell Mrs. Scott this, and that our declining to answer her letter does not arise from any inclination to depreciate her services, which we hope will be rewarded in a just and fair manner. We cannot, however, think that her character is at all injured by the circumstance of her giving assistance to the Chancery suit, the Lord Chancellor having so fully established her veracity in opposition to the testimony of those who endeavoured to destroy her reputation. We are very desirous that none of those who supported the cause of our lamented sister's children should suffer by their adherence to it; and we shall be glad to hear that some arrangement has been made for this person's benefit, though she cannot expect our party to be answerable for the fulfilment of Mrs. Bligh's engagements.”

Saith, he utterly denies that, at the time of the said Susannah Scott bringing the actions against the proprietor and editor of the *Morning Chronicle* newspaper, he deponent knew that said Susannah Scott lived in a state of open or any adultery or prostitution with James Edward Nixon, his clerk.

Denies, according to the best of his knowledge and belief, that said James Edward Nixon ever did live in such state.

Saith, he also utterly denies that said James Edward Nixon ever appealed to deponent for support or protection other than such proper support and protection as was due from deponent towards said James Edward Nixon, as his clerk and assistant in business.

Saith, he utterly denies that said James Edward Nixon ever urged as a reason why he claimed such support from deponent, that he deponent well knew the object which had induced such alleged adulterous intercourse, as in said affidavit of said Charles Baeyertz mentioned; or that without such intercourse said James Edward Nixon would not have been enabled to obtain the affidavits from said Susannah Scott, or any other witnesses in this cause, or to any such effect.

Saith, that, according to the best of his recollection and belief, Elizabeth Gamble, in said affidavit of said Charles Baeyertz named, did not, on the trial of the action by the said Susannah Scott

against the editor and proprietor of the *Morning Chronicle*, call deponent on one side.

Denies that said Elizabeth Gamble either then or at any other time stated to him that the affidavit she had made in this court was false, or that she dared not go into the witness-box to reswear the same statement, as she should be convicted of perjury, or any words to that or the like effect.

Saith, he utterly denies that he told said Elizabeth Gamble, that as she had sworn to the statement she must go through with it, or any words to that or the like effect.

Saith, he denies that at the time aforesaid he gave said Elizabeth Gamble a slip of paper in his own or any other hand-writing, with the several dates and periods of time mentioned in her said affidavit; although on a previous occasion, a considerable time before said trial, deponent believes it to be true that said Elizabeth Gamble did call on deponent, and did request to be furnished with the date of one particular occurrence mentioned in her affidavit sworn in this cause, and he deponent did write down the same on some piece of paper, which he handed to said Elizabeth Gamble.

Saith, that said Charles Baeyertz was not present when he deponent handed said piece of paper to said Elizabeth Gamble; and saith that at the time of said trial deponent had actually forgotten that he had given said piece of paper to said Elizabeth Gamble, and so stated in open court at the moment; and deponent saith that the statements contained in said affidavit of said Charles Baeyertz, that on the occasion of said William Pole Tylney Long Wellesley petitioning this court in December 1828, to become tenant of Draycot House, he deponent directed said Charles Baeyertz to proceed to Chippenham aforesaid, to William Henry Awdry, the receiver in this cause, to obtain, amongst other things, evidence from the tenants at Draycot aforesaid, to induce the court to prevent said William Pole Tylney Long Wellesley from residing there; and the statement, that in pursuance of such orders he, said Charles Baeyertz, proceeded to Chippenham aforesaid on the 4th December, 1828, are both wholly untrue; for deponent saith, that he sent said Charles Baeyertz to Chippenham aforesaid solely and expressly for the sole purpose of assisting Mr. West Awdry, a solicitor of Chippenham aforesaid, and son of said William Henry Awdry, to make a list of the deeds and papers in the strong room at Draycot aforesaid.

Saith, that the entry made by said Charles Baeyertz in the attendance or call-book of deponent and his said partner, under the date of 19th December, 1828, on the return of said Charles Baeyertz from Chippenham aforesaid, on the 18th December, 1828, so far as relates to the business on which he went to Chippenham and Draycot as aforesaid, is in the words and figures or to the effect following — that is to say:—

“ ‘Wellesley v. Beaufort, and title-deeds at Draycot.’ Journey to Chippenham, and from thence to Draycot, to and fro, from

December 9th to 13th, twice a-day, with Mr. Awdry, junr., to examine and take inventory of title-deeds in strong room at Draycot: after that time, slept at Draycot till Wednesday 17th, continuing inventory, and being then completed. Journey back to town; and we brought the schedule of the Essex and Hampshire deeds with us to be copied. Paid expenses of journey to Chippenham, Mr. Awdry's to at and from Draycott, and self's journey back to London. Engaged from 9th to 17th, both inclusive."

Saith, that said Charles Baeyertz proceeded to Chippenham, not on the 4th day of December, 1828, but on the 9th day of said month, as appears by his before-mentioned entry.

Saith, that when said Charles Baeyertz returned to town on the 18th of December, 1828, he informed deponent that the tenantry at Draycot aforesaid disliked said William Pole Tylney Long Wellesley, and had an utter abhorrence of his conduct towards his late wife, and considered him a bad landlord, who had done nothing for them.

Saith, he utterly denies that said Charles Baeyertz, either at the time of delivering to deponent the letter of said Mr. Awdry, dated 17th December, 1828, in the affidavit of said Charles Baeyertz mentioned to have been brought to London by said Charles Baeyertz, or at any other time, enforced upon deponent the falsehood of any statement made by deponent; or stated to him that he, said Charles Baeyertz, had obtained such statements from said tenants as in said affidavit of said Charles Baeyertz mentioned.

Saith, that no admonition, to the belief of deponent, was contained in said last-mentioned letter of said William Henry Awdry; nor did deponent reject the same, or the information of said Charles Baeyertz; nor did deponent tell said Charles Baeyertz that he deponent should make the statements mentioned in the letter of 16th December, 1828, from deponent to said William Henry Awdry, or any thing to that effect.

Saith, he verily believes that the letter of said William Henry Awdry, in the affidavit of said Charles Baeyertz mentioned to be dated 17th December, 1828, and to have been sent by the post, though dated on said 17th December, 1828, was only put into the post-office at Chippenham on the 18th December, 1828, and consequently only reached London on the 19th December, 1828.

Saith, that the affidavit of deponent, sworn on the 17th December, 1828, was filed *on the 18th day of same month of December*, and, as deponent believes, *before deponent reached deponent's office on the morning of that day.*

Saith, he denies in the most positive manner that, after reading over said last-mentioned letter of the 17th December, 1828, from said William Henry Awdry to deponent, he deponent stated his determination to file his said affidavit of 17th December, 1828; or that he said that he would run the chance of the other party finding

it out, or any words to that or the like effect; deponent's said affidavit having, as deponent verily believes, been filed the day before the said last-mentioned letter reached London.

Saith, that after receiving said last-mentioned letter of the 17th December, 1828, from said Mr. Awdry, he deponent stated the contents thereof to his counsel; and, according to the best of deponent's recollection and belief, that part of deponent's said affidavit which relates to the dislike of the tenants towards said Mr. Wellesley was not stated to the court.

Saith, he verily believes that if the original letter of the 17th December, 1828, so sent by the post to deponent, were produced, it would appear by the post-mark that the same only reached London on the 19th, and not on the 18th December, 1828.

Saith, that, under the circumstances hereinafter mentioned, deponent is unable to produce such original letter; but deponent verily believes that it is in the power of said William Pole Tylney Long Wellesley, or of Messrs. Rankin, Richards, and Lake, his solicitors, or of said Charles Baeyertz, or some or one of them, to produce the same; for deponent saith, it is the custom of deponent and his partner to preserve original letters received by them on the business of their clients, together with copies of the answers written by them; and such copies are written on the backs of the original letters received, or on loose papers; and then, from time to time, the letters, or copies of letters, relating to particular periods, are tied up together; all of which was perfectly well known to said Charles Baeyertz.

Saith, that in conformity to such habit, the correspondence between deponent and Mr. Awdry, which took place in the month of December, 1828, was tied up together.

Saith, that he has very lately discovered that the whole of the letters, and copies or drafts of letters, of which copies or extracts are mentioned in said affidavit of said Charles Baeyertz, are missing from the office of deponent and his said partner, and deponent believes the same have been fraudulently purloined from deponent's office by said Charles Baeyertz, and by him delivered up, or communicated to said William Pole Tylney Long Wellesley, or his said solicitors; for deponent saith, that on or about the 5th September last, and after deponent had finally discharged said Charles Baeyertz from deponent's service, deponent took a journey into Norfolk, from whence he returned home on the 8th day of the same month.

Saith, that on the 20th day of this instant February, he was informed by Sophia Mould, one of deponent's domestic servants, and verily believes, that on one of the days of deponent's absence on said journey, said Charles Baeyertz called at the house of deponent, and in her presence took away one of the keys of the outer door of the chambers in Lincoln's Inn, of deponent and his said partner, alleging that he wanted to get a hat which he had

left there ; and the servant of deponent, not supposing any harm, allowed said Charles Baeyertz to take said key.

Saith, that he has also, within a few days, been informed by Ann Leonard, the laundress, who takes care of said chambers in Lincoln's Inn, and verily believes, that on or about the 1st of September last, she, said Ann Leonard, went into the country for a fortnight, to see her mother, and during her absence, Martha Burgess, of Crown Place, Serle Street, in the county of Middlesex, attended to clean out said chambers.

Saith, that he has been informed by said Martha Burgess, and verily believes, that on her going to said chambers on a Monday, which said Martha Burgess believes to have been on the 7th September last, at eight o'clock in the morning, she found a person in said chambers, who has been since pointed out to her by said Ann Leonard, and identified as being said Charles Baeyertz.

Saith, that said Martha Burgess informed deponent, that on first seeing said Charles Baeyertz in said chambers at so unusual an hour, she was much surprised ; but said Charles Baeyertz informed her he had gone there to look for an old umbrella and a hat ; and deponent hath been informed by said Martha Burgess, and believes it to be true, that said Charles Baeyertz went into the room of deponent, and remained there a few minutes, and afterwards went into the room used by the said James Edward Nixon, which the said Martha Burgess was then cleaning, and searched and inspected several papers then lying on the tables or desks in said last-mentioned room, and presently afterwards left said chambers. And deponent hath been also informed by said Martha Burgess, and believes it to be true, that on a subsequent day in the week, elapsing between said 7th September, 1829 and the 14th day of the same month, said Charles Baeyertz again came into said chambers or offices of deponent and his said partner, about half-past eight o'clock in the morning, and again went into the room of deponent, and remained there a short time, and afterwards left the same.

Saith, that within a few days he has been informed by said Ann Leonard, and verily believes, that on Sunday the 10th or Sunday the 17th of January last past, said Charles Baeyertz again entered said chambers of deponent and his partner while she was cleaning the same, and proceeded into the room of deponent, and remained there for three or four minutes ; and said Ann Leonard further informed deponent that, on the said Charles Baeyertz passing through the room in which she was at work, to leave said chambers, he told her, said Ann Leonard, not to say he had been there.

Saith, that said Ann Leonard observed to deponent that it struck her as extraordinary that said Charles Baeyertz should make a mystery of his having been at said chambers, as she was not at the time aware of his having been dismissed from the same, but that when deponent informed her that said Charles Baeyertz had

"SIRS,

Lincoln's Inn, 8th February, 1830.

"We have been informed by Mr. Awdry, of Chippenham, that your clerk, Mr. Pyne, has stated that he, as your clerk, is in possession of a correspondence between Mr. Awdry and our Mr. Hutchinson, and that Pyne read, from a paper which he produced, copies and extracts of letters from Mr. Awdry and Mr. Hutchinson, dated in the month of December 1828. We therefore call upon you to inform us explicitly by what means this correspondence came into your possession, and forthwith to deliver it up to us. We request your answer in the course of to-morrow.

We are, Sirs, your obedient servants,

HUTCHINSON AND HOLDSWORTH.

Messrs. RANKIN, RICHARDS, AND LAKE,
Basinghall Street.

Saith, that said letter was sent to said Messrs. Rankin, Richards, and Lake, on the said 8th February instant, and, as deponent believes, delivered to them on that day by Charles Attwaters, a clerk of deponent and his said partner, but no answer has been sent to said letter.

Saith, he believes that the said Charles Baeyertz is in a state of the most abject distress, and so far from entertaining any desire to be separated from deponent, he has, within less than three months, applied by letter to be restored to deponent's favour; and deponent saith that such application was made by letter addressed to deponent's wife, and which is in the words and figures or to the effect following,—that is to say:—

"DEAR SISTER,

December 10th, 1829.

"Distress and trouble has driven me to intreat of you to intercede with Mr. Hutchinson. This is the only prospect I have of saving myself: if this fails, God knows what will become of me. Let me hope that your feelings for me as a sister will overcome all resentment and anger you may have felt towards me for my past follies and misconduct, and induce you to exert yourself to reclaim a brother whom you love, from misery and ruin. Pray assure Mr. H. that if sorrow and contrition for what is past can induce him to forgive me, you may believe me when I say it, that I merit his pardon; and should he be so good as to do something for me, it will be my earnest endeavour to shew him that I am worthy of his kindness.

"I am, dear Betsy, yours truly,

(Signed)

"CHARLES BAEYERTZ.

"Excuse the writing if you please, my fingers are so cold."

Saith, that in consequence of the above letter, the wife of deponent, as deponent believes, did afford some pecuniary assistance to said Charles Baeyertz, and promised that if said Charles Baeyertz should evince a disposition to reform, he deponent would

endeavour to do something for his welfare; but deponent has been informed and believes, that said Charles has not called or written to the said wife of deponent since the 24th of December last, and deponent does not know where he is to be found.

Saith, he hath been informed by said William Henry Awdry, and verily believes, that in the before-mentioned letter of the said 2d day of December, 1828, of said William Awdry to deponent, is contained the following passage: "The tenants, as well as the neighbours, generally, would, I am convinced, be truly sorry to have him (meaning the said William Pole Tylney Long Wellesley) at Draycot, on account of the abhorrence in which they hold his moral character; but they consider him now of so little consequence in point of authority, that there would be no chance of obtaining any public expression of their feelings. His object in coming must, I conceive, be entirely to annoy us; I do not think he expects one family of any respectability would call on him."

Affidavit of MARTHA BURGESS, of Crown Place, Serle Street, St. Clement Danes.

(Sworn 24th February, 1830.)

Saith, that having known and been on friendly terms with Ann Leonard, of Crown Place aforesaid, for more than six years, she deponent, about the 31st August last past, or beginning of September last past, was requested by said Ann Leonard to attend to and clean out the chambers of Messrs. Hutchinson and Holdsworth, of Lincoln's Inn, whose laundress she said Ann Leonard had been, as deponent believes, for the space of eight years and upwards.

Saith, that the reason said Ann Leonard requested deponent to attend said chambers for her was, that she said Ann Leonard, as she stated to deponent, wished to go into the country for a short time, to visit her mother, who was then in an ill state of health.

Saith, that she consented to attend to said chambers in the absence of said Ann Leonard.

Saith, that on Monday 7th September aforesaid, she deponent, on reaching said chambers, was astonished to find the outer door thereof a-jar; and on proceeding into said chambers, she saw a tall young man, of rather a fair complexion and whiskers, standing near a cupboard in said office, when deponent immediately expressed her surprise at seeing any one there; upon which said young man answered, that he had been there some time: and on deponent inquiring if he wanted to sit down, he answered, that he did not, but that he used to sit at a desk, which he pointed out to deponent; and, after making some trifling observation to deponent about her

being late, he informed her that he had come to look for a hat and an umbrella, which he stated belonged to him, and were in said chambers; and he inquired of deponent if she knew any thing about them, whereupon deponent told him that she did not.

Saith, that said young man then proceeded into the room of said Mr. Holdsworth, stayed a few minutes there, passed through the door communicating from that room into said Mr. Hutchinson's room, and then went into the room of James Edward Nixon, one of the clerks of said Messrs. Hutchinson and Holdsworth, which deponent was then cleaning, and which is situated at the extremity of said chambers.

Saith, that whilst said young man was in said last-mentioned room, she saw him look over all the papers which were laying on the table where said James Edward Nixon sits, and also look over some other papers which were then laying on another table in said last-mentioned room.

Saith, that said young man, on leaving said room of said James Edward Nixon, again proceeded into the room of said Mr. Hutchinson, wherein he stayed a few minutes; and he then proceeded again into said Mr. Holdsworth's room, and staid a few minutes there, and then left the chambers.

Saith, that as soon as she got home from cleaning said chambers, she deponent informed Samuel Leonard, the husband of said Ann Leonard, who both lodge in the same house with deponent and her said husband, the circumstance of finding a young man in said chambers at that early hour of the morning; and deponent then described the person of said young man to said Samuel Leonard, but he could not then tell who said young man was.

Saith, that a few days after said Monday, said 7th September last past, being about the Thursday or Friday following, to the best of deponent's recollection, but, at all events, during the same week, and whilst she deponent was cleaning said chambers, said young man, between eight and nine o'clock in the morning, again came into said chambers, and on seeing deponent, he inquired of her if she had seen his hat or umbrella, as he could not find them any where; and on deponent replying that she had not, said young man again proceeded into the room of said Mr. Hutchinson, where he staid a few minutes; he then passed into the room of said Mr. Holdsworth, wherein he staid a few minutes, and then went from that room out of said chambers in so still and quiet a manner, that had deponent not have listened for his going out, she would certainly not have heard him leave said chambers.

Saith, that on said Ann Leonard returning to town, which was about the middle of September last past, she deponent also mentioned to said Ann Leonard the circumstance of finding said young man in the chambers of said Messrs. Hutchinson and Holdsworth; when, on deponent describing his person to said Ann Leonard, she informed deponent that she thought it was Charles Baeyertz, a clerk in said office.

Saith, that a short time before Christmas last past, said young man called on said Ann Leonard, in Crown Place aforesaid, and whilst he was talking to her at the street-door of the house where deponent and said Ann Leonard so lodge as aforesaid, deponent passed down the stairs of said house, when she deponent saw said young man so talking at the street-door aforesaid with said Ann Leonard; and on his going away, deponent remarked, "Why, that is the young man I found in Messrs. Hutchinson and Holdsworth's chambers so early in the morning, when I went to clean them," or words to that effect; and said Ann Leonard then informed deponent that it was said Charles Baeyertz.

Affidavit of ANN LEONARD, of Crown Place, in the parish of St. Clement Danes, county of Middlesex, wife of Samuel Leonard, shoemaker, of the same place.

(Sworn 19th February, 1830.)

Saith, that she deponent has been, for the space of eight years, or thereabouts, employed as laundress in attending the chambers of Messrs. Hutchinson and Holdsworth, in Lincoln's Inn.

Saith, that on Sunday the 10th, or Sunday the 17th of January last past, between the hour of ten and eleven o'clock in the morning, and whilst deponent was cleaning said chambers, Charles Baeyertz, whose person she knows, came into said chambers, and after making some trifling observation to deponent about lighting the fire on a Sunday morning, proceeded into the room of said Mr. Hutchinson, and whilst there kept whistling.

Saith, that said Charles Baeyertz only remained in said Mr. Hutchinson's room about three or four minutes, and in going out of said chambers, he requested deponent not to tell any one that he, said Charles Baeyertz, had been there.

Affidavit of WILLIAM HENRY AWDRY, of Chippenham, county of Wilts, Gentleman, the receiver of the rents and profits of the estate in question.

(Sworn 24th February, 1830.)

Saith, that he hath seen three several paper writings, purporting to be copies of affidavits in this cause, one of them purporting

or alleged to have been sworn and made by the Honourable William Pole Tylney Long Wellesley, of Dover Street, Piccadilly, in the county of Middlesex, then residing at Brighton, in the county of Sussex, on 27th January, 1830; and another of said affidavits purporting or alleged to have been made and sworn by William Pyne, of Basinghall Street, in the city of London, gentleman, and George Wright, of Southend, in the county of Essex, gentleman, respectively, on 9th February, 1830; and another of said affidavits purporting or alleged to have been made and sworn by Charles Baeyertz, of Kennington, in the county of Surry, clerk, on 3d February, 1830.

Saith, that he is utterly at a loss to understand what said William Pole Tylney Long Wellesley alludes to in his said affidavit, as to the gross mismanagement which was carrying on, not only to the injury of the estate itself as to the value, but to the destruction of its beauty, as well as rendering it a disagreeable residence, on account of some other building or residence being allowed to be erected in the immediate vicinity of the mansion, and unnecessary repairs.

Saith, that the whole of the repairs which have been done upon said estates, under the superintendence of deponent (except casual repairs), have been done with the approbation and by the express direction of this court; and which said repairs were very considerable, in consequence of the dilapidated state in which the buildings upon said estates were found by deponent upon his appointment as receiver of said estates.

Saith, that he never intended nor had the slightest idea of erecting, or allowing to be erected, any residence or building in the immediate vicinity of said mansion; and deponent is utterly at a loss to know to what said William Pole Tylney Long Wellesley alludes in his said affidavit relative thereto.

Saith, that he believes that the before-named Charles Baeyertz was not sent by Mr. Julius Hutchinson among the tenantry of said infant's estate in Wiltshire, to ascertain their feeling on the subject of said William Pole Tylney Long Wellesley's going to reside amongst them, but merely for the purpose of assisting Mr. West Awdry (a son of deponent's) in arranging and making a schedule of the several title-deeds, writings, and papers deposited in the muniment room at Draycot House; and that said Charles Baeyertz, at the same time, brought a letter of introduction from said Julius Hutchinson to deponent, stating that said Charles Baeyertz was sent for that purpose.

Saith, that Elizabeth Bethell (the mother of John Bethell, the person mentioned in the affidavit of said William Pyne and George Wright) is one of the tenants of said infant's Wiltshire estates, and not John Bethell as therein stated.

Saith, that Henry Bayliffe, the person mentioned in said last-mentioned affidavit of said William Pyne and George Wright as one

of the tenants upon said estate, was, previous to October 1828, to deponent's knowledge or belief, as tenant only at the yearly rent of 15*l.*; and that Simon Salter, another of the persons mentioned in said last-mentioned affidavit, is a tenant only at the yearly rent of 3*l.* 10*s.* 6*d.*; and that William Hollis, another of the persons mentioned or referred to in said affidavit of said William Pyne and George Wright, is a tenant only at the yearly rent of 1*l.* 1*s.*; and that Charles Harford, who acted as bailiff to said George Wright, during his residence at Seagry House, in said county of Wilts (part of said infant's estate), another of the persons mentioned in said last-mentioned affidavit, is a tenant of a cottage only at the yearly rent of 3*l.* 13*s.* 6*d.*; and that William Harford, another of the persons mentioned or referred to in said last-mentioned affidavit of said William Pyne and George Wright, is the occupier of a cottage only of the annual value of 3*l.* 10*s.*; and that John Harford his son, who was servant of said George Wright, during his residence at Seagry House aforesaid, is a tenant only at the yearly rent of 8*l.* 8*s.*; and that James Sealy, another of the persons mentioned in said affidavit of said William Pyne and George Wright, is a tenant of a cottage only at the yearly rent of 6*l.*; and that Henry Clarke, the person mentioned in said last-mentioned affidavit of said William Pyne and George Wright, is a tenant of a cottage and premises only at the yearly rent of 5*l.* 10*s.*; and that Isaac Collins, another of the persons mentioned in said affidavit of said William Pyne and George Wright, has only very lately become a tenant to deponent of any part of said infant's estate, at the yearly rent of 4*l.* or thereabouts; and that Charles Butler, another of the persons mentioned in said last-mentioned affidavit of said William Pyne and George Wright, is a tenant of a stable only (part of said infant's estate) at the yearly rent of 2*l.* 2*s.*; and that Richard Hull, another of the persons mentioned in said last-mentioned affidavit of said William Pyne and George Wright, is a tenant only at the yearly rent of 9*l.*

Saith, that the several farm-houses or buildings in the occupations of said Elizabeth Bethell, Thomas Bailey, Joseph Robins, James Lane, and Robert Harding (three of whom have, as deponent has been informed and believes, signed a certain memorandum in writing particularly set forth in said affidavit of said William Pyne and George Wright) were, at the time deponent was appointed receiver of the rents of said estates, which was soon after the death of the late Mrs. Catherine Pole Tylney Long Wellesley, in a very ruinous and dilapidated state, as appears by the several affidavits made in this cause relative thereto by deponent and Mr. John Darley, the architect and surveyor employed by deponent to survey and superintend the repairs of the same.

Saith, that he was not in any way instrumental in preventing said William Pyne and George Wright from procuring the signature of any of the tenants of said infant's Wiltshire estates to the memorandum mentioned or referred to in their said affidavit as aforesaid,

and that he deponent was not aware of the object of their visit to the tenants of said Wiltshire estates till 2d February instant.

Saith, that on his return home on Tuesday, 2d February instant, after an absence of two or three days, deponent was informed that said George Wright, accompanied by said William Pyne, had called at deponent's house, and afterwards at his office; and, on being told that deponent was from home, said George Wright left a message with deponent's son, Mr. West Awdry, requesting that deponent would grant said George Wright and William Pyne an interview during the day.

Saith, that being anxious to avoid an interview with said George Wright and William Pyne, and not to receive any communication from them except in writing, he deponent, on his return home, wrote a note to said George Wright, in the words and figures following,—that is to say :—

“ Chippenham, 2d February, 1830.

“ Mr. Henry Awdry presents his compliments to Mr. Wright. Having been informed by his son that Mr. Wright had called upon him this morning, begs to say, that he should prefer receiving any communication which Mr. Wright may wish to make in writing.”

To which deponent received from said George Wright the following reply :—

“ SIR,

Chippenham, February 2d, 1830.

“ One object I had in calling on you this morning was to ascertain whether the bills of the labourers at Draycot, which was delivered to you two or three years ago, had been paid. This I was sorry to learn from your son was not the case; and I also wished to introduce Mr. Pyne to you, who has accompanied me, by Mr. Wellesley's desire, from London, for the purpose principally of obtaining an interview with you on a subject in which you are more or less interested. The reasons, therefore, which urge me to press that interview with you cannot, you will perceive, be explained in writing; and as we intend leaving this place by to-morrow morning's coach, I hope you will name some hour this evening, either here or at your own house.

“ I am, Sir, your very obedient servant,

“ GEORGE WRIGHT.”

Saith, that he was, in consequence of such last-mentioned letter, induced to call upon said George Wright, when said William Pyne read (as deponent believes) copies of, or extracts from, several private and confidential letters which had passed between deponent and said Julius Hutchinson, and which deponent conceives could only have come into the possession of said William Pyne by means of the grossest breach of confidence and treachery of some person or persons to deponent then unknown.

Saith, that after said William Pyne had stated the nature of the communication he was about to make, he deponent expressed his detestation of such conduct, and stated, that without the aid of his books and papers he could neither admit or deny that such correspondence had taken place; or deponent expressed himself in words to that purport and effect.

Saith, that he deponent had no interview with nor did he see said George Wright and William Pyne, or either of them, on 4th February instant, as stated in their said affidavit; and deponent remembers going to Draycot House on 17th December, 1828, for the purpose of seeing said Charles Baeyertz and West Awdry, whom he found examining and arranging deeds; and deponent believes he did, on his return home from Draycot House, write a letter to said Julius Hutchinson, for the purpose of sending same by said Charles Baeyertz, who was going that night to London, on the evening of 17th December, 1828, and which said letter he has been informed and believed that said Charles Baeyertz took with him to London, and delivered to said Julius Hutchinson accordingly: and deponent has been informed and believes, that said Charles Baeyertz travelled from Chippenham aforesaid by the mail, which leaves Chippenham between eight and nine o'clock in the evening.

Saith, that he believes he afterwards wrote another letter to said Julius Hutchinson, to the purport and effect set forth in said affidavit of said Charles Baeyertz; which said last-mentioned letter deponent believes was written by him late at night, on said 17th December, 1828, and after said Charles Baeyertz had so left Chippenham as aforesaid; and, if so, could not have been put into the post-office at Chippenham aforesaid till the following day, being the 18th December, and consequently could not have been delivered at the office of said Julius Hutchinson till 19th December, 1828.

*Affidavit of WEST AWDRY, of Chippenham, in the
County of Wilts, Attorney-at-Law.*

(Sworn February 24, 1830.)

Saith, that he hath lived in the parish of Chippenham aforesaid the greatest part of his life, and is now practising at Chippenham aforesaid as an attorney and solicitor, and is well acquainted with the principal part of the Wiltshire estates of the above-named infant plaintiffs, and most of the tenants residing thereon.

Saith that he has been employed by several of the said tenants to transact business for them, and they are in the habit of consulting deponent, as well professionally as otherwise.

Saith, that on the 31st of January last past, deponent was applied to by Mr. John Russ and Mr. David Collins, two of the principal tenants of said Wiltshire estates, who stated that they so applied, as well on their own account as by and at the request of several other tenants of said estates, for his deponent's opinion and advice as to the propriety of their joining in signing a certain memorandum or declaration which had been presented to many of them by Mr. George Wright and a Mr. Pyne, relative to the application which had been some time since made by the Honourable William Pole Tylney Long Wellesley for leave to rent Draycot House and premises.

Saith, that said John Russ and David Collins stated to deponent, that they believed that several tenants had already signed the same *without at all knowing the meaning thereof*, and that they had been distinctly told by said Mr. Wright and Mr. Pyne, or one of them, that they had the concurrence and consent of Mr. William Henry Awdry, (the receiver of said estates), and that their signing the same would meet with said William Henry Awdry's entire approbation; and that unless the said George Wright and William Pyne had so made use of the name of said William Henry Awdry, that several of the tenants, who had signed the same, would not have done so.

Saith, that he deponent recommended said two several tenants, who so applied to him as aforesaid, not to join or take any part in any such proceedings; and said John Russ and David Collins then stated, that they considered it was very unhandsome and improper for Mr. Wright to endeavour to prevail upon them to do so, but that they feared if they refused to sign the same, they should be remembered and marked by said Mr. Wellesley, and turned out of their farms if ever he should have an opportunity of so doing; but deponent positively saith that he was not influenced by said William Henry Awdry, as such receiver as aforesaid, in giving such advice to said tenants as aforesaid, and that said William Henry Awdry was then from home, and did not return till the 2nd of February following.

Saith, that he was afterwards informed by Thomas Bailey, one of said tenants of said Wiltshire estates, that he had been induced to sign some paper or letter which had been presented to him by said Mr. Wright and Mr. Pyne for that purpose, in consequence of their repeated solicitations, and particularly in consequence of said Mr. Wright having told him, said Thomas Bailey, that young Mr. Wellesley would read over the same, and mark those tenants whose names might not appear thereto.

Saith, that he was informed by Mr. Thomas Bullock, another tenant of part of said Wiltshire estates, that said Mr. Wright and Mr. Pyne earnestly requested and advised him to sign the same, because Mr. Wellesley had a strong memory.

Saith, that he verily believes that said Thomas Bailey and

Thomas Bullock had been induced to sign the memorandums or letters set forth in said affidavit of William Pyne and George Wright, from the fear of being turned out of their farms by said eldest infant plaintiff as soon as he might have the power of so doing, in case they refused to do so.

Saith, that he was distinctly informed by John Bethell, Edward Bond, and Jacob Smith, three other persons who signed said memorandum or declaration set forth in the affidavit of said William Pyne and George Wright, that they were induced to sign the same in consequence of said William Pyne and George Wright having repeatedly requested them to do so, and having at said time stated that Mr. Awdry the receiver had no objection to it, and they had no doubt would sign it himself.

Saith, that he hath been informed and believes that said George Wright and William Pyne, or one of them, also applied to and requested the several tithe tenants of said eldest infant plaintiff, residing in the parish of Kington Saint Michael in said county of Wilts, within a few miles from Draycot House, to sign said memorandum or declaration aforesaid, but that all said tenants who were so applied to refused to comply with such request, and did not sign the same.

Saith, that he was employed, in December 1828, by Messrs. Hutchinson and Holdsworth, the solicitors for the above-named plaintiffs, to examine, arrange, and make, a schedule of the several title deeds and writings deposited in the muniment room at Draycot House.

Saith, that said Messrs. Hutchinson and Holdsworth sent Mr. Charles Baeyertz, who was then in their office, to assist deponent in examining, arranging, and making such schedule as aforesaid, and (as deponent verily believes) for no other purpose whatsoever.

Saith, that said Charles Baeyertz arrived at Chippenham aforesaid on the evening of the 9th of December, 1828, and proceeded with deponent to Draycot House on the following morning.

Saith, that he was in company with said Charles Baeyertz almost the whole time that he was at Draycot House, and deponent believes that said Charles Baeyertz only saw and conversed with two of the tenants of said Wiltshire estates, namely, Mr. Henry Bayliffe and Mr. John Russ.

Saith, that he was present and heard the whole of the conversation which passed between said Charles Baeyertz and John Russ on the 17th of December, 1828, as to the latter's opinion and wishes about said William Pole Tylney Long Wellesley's coming to reside at Draycot House, when said John Russ distinctly expressed his hope that said William Pole Tylney Long Wellesley would not be allowed to reside there, but said "he should not like to sign any thing lest he should get into trouble," looking forward, as deponent believes, to the period when said William Pole Tylney

the neighbourhood, towards the said Mr. Wellesley, in consequence of the cruel manner in which he had treated his late wife; and deponent saith, that so strong was the sentiment of dislike expressed by some of said tenants, and other persons, at the time of deponent's so being at Draycot aforesaid, that they declared their opinion, that if the said Mr. Wellesley had gone down to Draycot at the time of the burial of his said wife, he would have been killed, or words to that or the like effect.

Saith, that on his return to town he acquainted said Julius Hutchinson with the sentiments he had heard respecting said Mr. Wellesley.

Saith, that being an utter stranger to all the persons at Draycot aforesaid, and its neighbourhood, whom he saw on the occasion aforesaid, and not being aware at the time that he would ever have occasion to give evidence of what he had so heard as aforesaid concerning the sentiments of said tenants, and other persons, he deponent *did not take any note* of the names of the persons who expressed such sentiments, and he is therefore unable to set forth the same.

Saith, he utterly denies that the said Elizabeth Gamble, or any other of the witnesses who have made affidavits in this cause, ever stated to deponent that her or their affidavits were false; and, on the contrary, deponent saith, that during the time of deponent taking her and their affidavits as aforesaid, he strictly enjoined the said Elizabeth Gamble, and the said other persons whose affidavits he so drew, to state only such circumstances as they were certain were according to the fact; and deponent verily and in his conscience believed, and still believes, the said affidavits sworn in this cause on behalf of said infants, so far as relates to the conduct of said Mr. Wellesley and Helena Bligh, to be true.

Saith, that before said Elizabeth Gamble, or any of said other witnesses, swore her or their said affidavits which were drawn out by deponent, they were carefully and respectively read over to the said witnesses, and approved of by them.

*Affidavit of JAMES EDWARD NIXON, Clerk to Messrs.
Hutchinson and Holdsworth, of Lincoln's Inn, in
the county of Middlesex, Solicitors.*

(Sworn 27th February, 1830.)

Saith, that having re-perused the affidavit sworn and filed by him in this cause yesterday, being the 26th day of this instant month of February, wherein he has stated that he this deponent was never living in open or clandestine adultery or prostitution with

Susannah Scott, in the said affidavit named, in consequence of this deponent having been advised that such averment is capable of being construed in a more extended sense than was intended by this deponent, this deponent therefore hereby states and declares, that at the time of swearing his said affidavit, he this deponent meant, and now means, such averment to apply to the general and sweeping charge contained in the affidavit of Charles Baeyertz, filed on the 18th day of this instant month of February, that this deponent was living in open adultery and prostitution with the said Susannah Scott, which charge this deponent, at the time of making his said affidavit, understood, and still does understand, to mean residing and cohabiting *for a continuance* in such adultery and prostitution.

*Affidavit of the Honourable WILLIAM POLE TYLNEY
LONG WELLESLEY, of Dover Street, in the county
of Middlesex.*

(Sworn 10th March, 1830.)

Saith, that he hath read the affidavit made by Julius Hutchinson in this matter, sworn on the 26th day of February last, and this deponent saith, that the statements and inferences in said affidavit, so far as they affect this deponent, *and as they regard and touch upon the letters, and copies or drafts of letters, therein referred or alluded to, are totally false and untrue; for this deponent saith, that he never saw, or had in his custody, power, or possession, the several letters, and copies or drafts of letters, or any of them referred to in said affidavit, and stated to have been purloined; nor does this deponent know where the same now are, or what has become thereof.*

That he holds in just abhorrence any breach of faith; but that having been deprived of his children,—objects far dearer to him than any earthly consideration,—by statements made on oath by the said Julius Hutchinson and others, either totally false, or so highly coloured as in effect to be morally false and untrue, and so coloured for the purpose of imposing on this honourable court, this deponent felt no hesitation in using the evidence obtained from Charles Baeyertz; neither will this deponent feel any hesitation in making use of any testimony this deponent may be able to obtain calculated to shew that the evidence produced against this deponent in this suit is false and untrue.

Affidavit of GEORGE NICHOLAS RANKIN, and RICHARD LAKE and WILLIAM PYNE.

(Sworn 10th March, 1830.)

Say, that they have perused the affidavit of Julius Hutchinson, sworn in this matter on the 26th day of February, 1830, and particularly the following passages therein: "And this deponent (meaning the said Julius Hutchinson) further saith, he verily believes that if the original letter of the 17th of December, 1828, so sent by the post to this deponent was produced, it would appear by the post-mark that the same only reached London on the 19th, and not on the 18th, of December, 1828. And this deponent further saith, that under the circumstances hereinafter mentioned, this deponent is unable to produce such original letter; but the deponent verily believes that it is in the power of the said William Pole Tylney Long Wellesley, or of Messrs. Rankin, Richards, and Lake, his solicitors, or of the said Charles Baeyertz, or some or one of them, to produce the same."

Say, that they have also perused the following passage in said affidavit: "And this deponent (meaning said Julius Hutchinson) further saith, that he verily believes that said letters, and copies or drafts of letters, have been purloined from the chambers of the said deponent and his partner by the said Charles Baeyertz, and that the same are still in his possession or power, or the possession or power of Rankin, Richards, and Lake, the solicitors of the said William Pole Tylney Long Wellesley, or of some or one of them, or of the before-named William Pyne, or of some or one of the other clerks of the said Rankin, Richards, and Lake, or of the said William Pole Tylney Long Wellesley; and this deponent further saith, that if the said letters and copies or drafts of letters are not now in the possession or power of the said Charles Baeyertz, or of the said Rankin, Richards, and Lake, or of the said William Pyne, or any others or other of their clerks, or of the said William Pole Tylney Long Wellesley, still this deponent verily believes that they or some or one of them have or has had the same in their possession or power, or have or has seen the same, and have or has taken or caused copies or extracts to be taken of the said letters, or copies or drafts of letters, or have received copies or extracts thereof, well knowing that the said original letters, or original copies or drafts of letters, belonged to this deponent and his said partner, and had been purloined from this deponent and his partner, or otherwise improperly obtained or come by; and this deponent further saith, that he verily believes the said Charles Baeyertz, or the said Rankin, Richards, and Lake, or the said William Pyne, or the said William Pole Tylney Long Wellesley, or one of them, well know where the

said original letters, or copies or drafts of letters, now are, or what has become thereof."

Say, that so far as the charges and statements made by the said Julius Hutchinson in the said affidavit, touching said letters and drafts or copies of letters, and particularly the charge and statements in the before-mentioned passages, affect deponents, and, so far as deponents can ascertain, as they affect the clerks of Messrs. Rankin, Richards, and Lake, the same are utterly false and untrue; for deponents

Say, that they never saw or had in their or either of their custody, power, or possession, the letters, or drafts or copies of letters, or either of them, mentioned and set forth in said affidavit of said Julius Hutchinson, and stated to have been lost by or purloined from him, the said Julius Hutchinson; neither do these deponents know where the same now are, or what has become of them; neither have deponents, or either of them, taken or caused to be taken, copies or extracts thereof, or of any of them.

Deponent, George N. Rankin, for himself saith, that some time back, *deponent received from the said William Pole Tylney Long Wellesley copies of the letters set forth in the affidavit sworn by Charles Baeyertz in this matter on the 3d day of February last, for the purpose of ascertaining if the same were true copies of the original correspondence that had taken place between William Henry Awdry and the said Julius Hutchinson, and with instructions, if the same were found to be correct, to take the necessary proceedings to bring the conduct of the said Julius Hutchinson before this honourable court.*

Saith, with that view this deponent sent said William Pyne to the said William Henry Awdry, at Chippenham, to ascertain the truth thereof; and the said William Pyne having stated to this deponent that he had read such copies to the said William Henry Awdry, and that the said William Henry Awdry had not denied the truth thereof, deponent did not hesitate to make use of the same.

Saith, that having ascertained, by the inquiries this deponent had caused to be made amongst the infant plaintiff's Wiltshire tenants, the untruth of the statements made by the said Julius Hutchinson, in his affidavit in this cause, sworn on the 17th day of December, 1828,—"*That the greatest aversion and abhorrence of the said Mr. Wellesley was entertained by the said tenants of the Wiltshire estates, and that the said tenants would view with the greatest alarm the probability of his, the said Mr. Wellesley's, coming to reside in the midst of the said estate, and would be likely to quit possession of their holding rather than remain in the neighbourhood of said Mr. Wellesley,*"—this deponent caused the affidavit of the said Charles Baeyertz, sworn on the 3d day of February last in this cause, to be prepared.

Saith, that at the time he so caused said affidavit to be prepared,

and sworn by the said Charles Baeyertz, this deponent firmly and conscientiously believed that the said letters, and copies or drafts of letters referred to in said affidavit of said Julius Hutchinson, of the 26th day of February last, were in the possession of the said Julius Hutchinson.

Saith, that when he received the letter (set forth in the affidavit of said Julius Hutchinson) of the 8th February last, this deponent informed Mr. Attwaters, in said affidavit named, that he did not believe the said Mr. Pyne, in said letter named, had stated as in said letter is stated; and that this deponent and his partners had not any correspondence whatever; but that the mode in which this deponent obtained his information touching the correspondence alluded to in said letter would be explained by the affidavit which would be filed in a motion (this deponent meaning the present motion) which this deponent intended to submit to this honourable court.

Deponents, George N. Rankin and Richard Lake, further say, that their said partner Henry Richards resides at Edinburgh, in Scotland, and is solicitor of stamps there, and that he has not, directly or indirectly, any knowledge or information touching any of the matters referred to in the several affidavits filed in this honourable court upon the occasion of the present motion.

Say, that the imputations of improper conduct intended to be cast upon these deponents, and the clerks of these deponents, by the said affidavit of the said Julius Hutchinson, sworn on the said 26th day of February, are false and malignant, and without a shadow of foundation.

Deponent, William Pyne, for himself, saith, that he denies he ever stated to the said William Henry Awdry that he was in possession of a correspondence between Mr. Awdry and Mr. Hutchinson, or any thing to that or the like effect.

Saith, that when he saw the said William Henry Awdry, by the direction of said Mr. Rankin as aforesaid, he stated to said William Henry Awdry that he had been sent to him to ascertain if a correspondence, to the effect set forth in the several affidavits made in this matter, had passed between the said William Henry Awdry and said Julius Hutchinson; and for which purpose only this deponent read from the draft of an affidavit the copies of and extracts from the letters set forth in said affidavit of Charles Baeyertz, when the said Mr. Awdry did not deny that the correspondence had taken place between him and the said Mr. Hutchinson.

*Affidavit of WILLIAM PYNE and GEORGE WRIGHT.**(Sworn 10th March, 1830.)*

Say, that they have read the affidavit of West Awdry, of Chippenham, in the county of Wilts, gentleman, sworn in this cause on the 24th of February last, and particularly the following statement in said affidavit,—that is to say: “That said John Russ and David Collins stated to the said deponent (thereby meaning the said West Awdry) that they believed that several tenants had already signed the same (meaning said memorandum or declaration referred to in said affidavit) without at all knowing the meaning thereof; and that they had been distinctly told, by the said George Wright and William Pyne, or one of them, that they had the concurrence and consent of Mr. William Henry Awdry, the receiver of the said estates, and that their signing the same would meet with Mr. William Henry Awdry’s entire approbation; and that unless the said George Wright and William Pyne had so made use of the name of the said William Henry Awdry, that several of the said tenants who had signed the same would not have done so.”

Say, that they do not believe, for the reasons hereinafter mentioned, that said John Russ and David Collins, or either of them, could have made any such statement to said West Awdry as is before set forth; for deponents say, that at the time they applied to the said several tenants who signed said memorandum, they read over to each of them the extract from the affidavit of said Julius Hutchinson, and the said memorandum set forth in the affidavit of these deponents, sworn in this cause on the 9th day of February last, and most distinctly and fully explained the same to each of said tenants previously to their signing such memorandum, and asked them in distinct terms whether they clearly understood the contents thereof.

Say, that all of said tenants who signed said memorandum *fully admitted that they thoroughly understood the same*; and many of said tenants took time to consider the contents of such memorandum, and stated that they should consult some of their neighbours previously to subscribing their names thereto.

Say, that they are unable more specifically to answer said charge contained in said affidavit of said West Awdry, that said tenants signed said memorandum without knowing the meaning thereof, inasmuch as that the said West Awdry has avoided and omitted to state the name of any one of said tenants who is so stated to have signed said memorandum in ignorance of its meaning.

Say, that they solemnly deny having made use of the name of said William Henry Awdry, or that they stated that they had his concurrence or consent, or that it would meet with his entire appro-

bation, or any thing to that or the like effect, as an inducement to said tenants, or any of them, to sign said memorandum; nor, in fact, was there any necessity to use any such inducement with said tenants to obtain their signatures thereto.

Say, that on two or three occasions, but which, in particular, deponents cannot now recollect, they were asked by the tenants who have signed said memorandum (and who reprobated most strongly the statement made by the said Julius Hutchinson) whether they would get into any difficulty with said William Henry Awdry if they signed said memorandum, whereupon said deponent George Wright stated to such tenants, that these deponents had not seen or had not any communication with the said William Henry Awdry, and that said memorandum which they were requested to sign related solely to the conduct of said Julius Hutchinson, the solicitor, in London; and they also stated, that they should, previously to their leaving the neighbourhood, call upon the said William Henry Awdry, and read the same to him, and inform him of the steps deponents had taken.

Say, that for the reasons hereinafter mentioned, they do not believe that said John Russ and David Collins, or either of them, stated that they considered it was "very unhandsome and improper for Mr. Wright to endeavour to prevail upon them to do so, (thereby, as these deponents understand them to mean, to prevail upon them to sign such memorandum,) but that they feared, if they refused to sign the same, they should be remembered and marked by said Mr. Wellesley, and turned out of their farms, if ever he (meaning said Mr. Wellesley) should have an opportunity of so doing;" for deponents

Say, that on the 31st January, the day mentioned in said affidavit of said West Awdry as the period upon which said John Russ and David Collins are stated to have called upon said West Awdry, these deponents had not, nor had either of them, seen said John Russ and David Collins, nor had either of them been asked to sign said memorandum.

Say, that on the 2d or 3d of February last, they met the said John Russ in the high road at Sutton Benger, adjoining Draycot Park, and told him they had called that day at his house, and that they supposed he had been informed by the other tenants of the nature and object of their visit to him; and deponents say that said John Russ replied, that he was fully aware of the object of such visit; and deponents say, that said deponent William Pyne then read to the said John Russ the said before-mentioned extract from the affidavit of said Julius Hutchinson, and that said John Russ distinctly denied that the same was true, and stated that it was wicked conduct on the part of the said Julius Hutchinson to make such a statement, or words to that effect; and said John Russ then told deponents that he trusted they would not ask him to sign said memorandum, which had been signed by the other tenants,

holding as he did a situation upon the estate; but that if they, said deponents, could compel him, the said John Russ, and subpoena him before the Lord Chancellor, he would come up to London most readily at his own expense to deny the truth of such statement of said Julius Hutchinson; and deponents believe that if said Russ were called upon to declare the truth of the above statement, he would do so.

Say, that Thomas Bailey, another of the tenants whom the said West Awdry states in his affidavit "had been induced to sign some paper or letter which had been presented to him by said George Wright and William Pyne for that purpose, in consequence of their repeated solicitations, and particularly in consequence of the said Mr. Wright having told him, the said Thomas Bailey, that young Mr. Wellesley would read over the same, and mark those tenants whose names did not appear thereto," was solicited to sign said memorandum, but not repeatedly; and deponents say, that on the 1st or 2d day of February last they called on said Thomas Bailey and asked him to sign said memorandum, which they then read over to him in the presence of his wife and son, and said Thomas Bailey then denied to deponents the truth of said statement of said Julius Hutchinson, but informed deponents that Mr. West Awdry had been with him that morning, and requested him not to sign any paper which deponents might tender to him for his signature, and that said Thomas Bailey had promised him not to sign same; and said Thomas Bailey also expressed to deponents his regret that he had made such a promise, not knowing at the time he made such promise what the contents of said memorandum were; and deponents say, that the wife and son of said Thomas Bailey (having also expressed their astonishment that said Julius Hutchinson should have made such a statement, which they declared was directly opposed to the truth) urged the said Thomas Bailey to see the said West Awdry on the following morning, to release him from the promise, and enable him to sign the said memorandum, which he was most desirous to do; and deponents say, that said Thomas Bailey called upon said deponents at Chippenham on the following morning, and stated to them that he had seen the said West Awdry, who would not release him from his said promise, and said Thomas Bailey then consented to write a letter declaratory of the untruth of said statement of said Julius Hutchinson, and which letter said Thomas Bailey (who then left deponents, and went into another room at the inn at Chippenham, in company with another tenant of the said estate) did write, as set forth in the said affidavit of deponents of said 26th of February last; but deponents say that such paper or letter was not presented to said Thomas Bailey to sign.

Deponent George Wright denies (and the other deponent also declares) that he never heard that he, the said George Wright, told the said Thomas Bailey that young Mr. Wellesley would read over

the same, and mark those tenants whose names did not appear thereto, or that he used words to that or the like effect.

Say, that they cannot believe that either said Thomas Bailey, or said Thomas Bullock, in said affidavit of said West Awdry particularly named, wrote the said letters set forth in the said affidavit of deponents of the 24th of February last, from the fear of being turned out of their farms by the said eldest infant plaintiff, as soon as he might have the power of so doing, in case they refused to do so, or under any apprehension whatever, inasmuch as that deponents, nor either of them, to the said Thomas Bailey or Thomas Bullock, or either of them, ever stated any thing which could lead them to suppose them to believe that such would occur.

Say, that John Bethel, and Edward Bond, and Jacob Smith, and every other tenant who signed the said memorandum, so signed it by his own free will and consent, well knowing and understanding its contents, and from a full sense, as they expressed to deponents, of the untruth of the statement of the said Julius Hutchinson, and purely, as deponents understood and still believe, from a sense of justice towards the said William Pole Tylney Long Wellesley; but deponents deny that the said tenants were reluctant to sign such memorandum, or required any such inducement as is stated by the said West Awdry in his said affidavit; and deponents deny that they stated to either of said tenants, that they had no doubt Mr. William Henry Awdry, the receiver, had no objection to it, and would sign it himself; but the said George Wright did, as before set forth, state to some few of said tenants, that said memorandum did not relate to said William Henry Awdry, but to said Julius Hutchinson, and that he should see him, the said William Henry Awdry, respecting it before he left Wiltshire.

Say, that the statement in the said affidavit of the said West Awdry, — “That the said George Wright and William Pyne, or one of them, also applied to and requested the several tithe tenants of the said eldest infant plaintiff, residing in the parish of Kingston St. Michael, in the said county of Wilts, to sign the said memorandum or declaration aforesaid, but that all the said tenants who were so applied to refused to comply with such request, and did not sign the same,” is untrue.

Say, that they did not, as they conscientiously believe, call on or speak to one of the tithe tenants of said infant plaintiff, not considering the said tithe tenants as tenants within the meaning of the tenants on the Wiltshire estate, alluded to by the said Julius Hutchinson in his said affidavit, as likely to quit possession of their holdings.

Say, that they have read the affidavit of William Henry Awdry, the receiver, sworn in this cause on the 24th of February, 1830, in which the said William Henry Awdry states that he had no interview with deponents on the 4th day of February, 1830, and depo-

nents say that it is quite true that the said William Henry Awdry had no interview with these deponents on the 4th of February, 1830, but deponents say that said William Henry Awdry had such interview with them on the 2d day of February, 1830, when such conversation took place as was by mistake stated to have passed on the 4th of February, and that such mistake as to date of the 4th instead of 2d (but no mistake as to the facts) was a clerical error.

Affidavit of GEORGE NICHOLAS RANKIN, of Basinghall Street, London, Gentleman.

(Sworn 10th March, 1830.)

Saith, that he hath read the affidavit of Julius Hutchinson, sworn in this matter on the 26th day of February, and particularly the following passages,—that is to say: “That no part of the evidence brought forward by deponent (meaning said Julius Hutchinson), or by any other person, by his direction or advice, or with his privity, knowledge, or consent, against William Pole Tylney Long Wellesley, has been either iniquitous or false;” and also the following passage: “He (meaning the said Julius Hutchinson) denies that either he, or any person acting under his direction, or, to the best of deponent’s belief, any other person, has bribed, or held out any inducement whatever in the nature of a bribe, to any person to give evidence against the said William Pole Tylney Long Wellesley, in this or any other cause;” and also the following passage: “Denies (meaning the said Julius Hutchinson denies) that at the time of Susannah Scott’s bringing the actions against the proprietor and editor of the *Morning Chronicle* newspaper, he deponent knew that said Susannah Scott lived in a state of open or any adultery or prostitution with James Edward Nixon, his clerk; and deponent also denies, according to the best of his knowledge and belief, that the said James Edward Nixon ever did live in such a state; and deponent (meaning the said Julius Hutchinson) further saith, he utterly denies that said James Edward Nixon ever appealed to deponent for support or protection, other than such proper support and protection as was due from deponent towards said James Edward Nixon as his clerk and assistant in business.”

Saith, that he hath also read the affidavit of James Edward Nixon sworn in this matter on the 26th day of February last, and particularly the following passages: “And this deponent (meaning said James Edward Nixon) solemnly denies that he has ever, in course of said proceedings, bribed, or held out any inducement in the nature of a bribe, to any person or persons whomsoever to give or procure evidence in this or any other cause whatsoever.” And this depo-

nent (meaning the said James Edward Nixon) further saith, "that he never gave any sum or sums of money whatever to said Susannah Scott or George Horatio Scott her husband, either for making their affidavits, or for the purpose of procuring disreputable or any other person to make affidavits in this cause, in order to confirm the statements of said Mr. and Mrs. Scott, or any other person; for this deponent saith (and which deponent has more than once told said Charles Baeyertz), that when said Susannah Scott volunteered her evidence in this cause, on behalf of the above-named infant plaintiffs, he deponent intimated to her, that however true and correct her statement might be, yet, from the unfortunate situation she had filled as lady's maid to Mrs. Bligh (now Mrs. Wellesley) it would hardly be credited without corroboration; upon which said Mrs. Scott solemnly protested that such statement was the fact, and that the whole of the household of said Mrs. Bligh could corroborate it: and this deponent saith, that he then consented to take said affidavit, which he accordingly did. And this deponent positively saith, that he never was living in open or clandestine adultery or prostitution with said Susannah Scott."

Saith, that he hath in his possession the original confessions, voluntarily made and signed by Susannah Scott and her husband George Horatio Scott, both of whom have made affidavits in this matter against the Honourable William Pole Tynley Long Wellesley.

Saith, that the following is a true copy of part (amongst other things) of the said confessions so made by the said Susannah Scott:—

"February 23, 1828.

"Mrs. Susannah Scott states, that she was called upon by Mr. Nixon and Mr. Forbes, the day after she had left Mrs. Bligh's service, in June 1826; she was then residing at No. 61, Lisson Grove, in the house of Mrs. Nicholas. Mr. Nixon stated the object of his visit to be to procure her evidence of what she knew concerning Mr. Wellesley and Mrs. Bligh. She then refused to make any communication, saying that she would have nothing to do in the business; that she had not settled with Mrs. Bligh, and would not mix herself up with it. On the Saturday Mr. Nixon called again, with Mr. Batty, Capt. Bligh's attorney, for the purpose of getting her to come forward for him, and she was afterwards subpœnaed by them. Mrs. Scott remained at Mrs. Nicholas's from the 1st July till the 24th July, when she went to lodge with Mrs. Mather, at No. 3, Grove Street, Lisson Grove. During this time Mr. Nixon frequently called upon her, paid her very marked attentions, and endeavoured all he could to prevail upon her to make an affidavit against Mr. Wellesley. He told her that if she would make an affidavit she should be provided for as long as she lived, that she should be taken under the protection of the firm of Hutchinson and Holdsworth, that no harm should happen to her; and begged of her to see Mr. Hutchinson, whom she would find a very gentlemanly man. After she

went to Mrs. Mather's, Mr. Nixon's attentions were increased, and were of a nature not to be mistaken by her as to their object. He represented himself to her, and she believed him, to be a single man. He called upon or wrote to her almost every day. By these attentions, and the promises held out to her, she was induced to make her affidavit, and to enter completely into the views of Mr. Nixon and Mr. Hutchinson. She gave him materials for framing her affidavit, and it was drawn out for her by Mr. Nixon: in drawing it out, he introduced a great deal more into it than she had told him, and wished her to be guided by him in what she said; she refused to do this, and her first affidavit was, at her suggestion, altered five or six different times, and a great deal omitted which had been put in, and which was untrue. After her first affidavit was sworn, the intimacy between her and Mr. Nixon became closer; and, in fact, a connexion took place between them. It became necessary, afterwards, to corroborate as well as they could the affidavit she had sworn: for this purpose, Mr. Nixon, with Mr. Hutchinson's privity, directed her to get this done. She therefore prevailed upon Mr. and Mrs. Nicholas, Ann Shaw, Elizabeth Gamble, Mrs. Mather, Mrs. Goodwin, and others, to swear to affidavits in confirmation of what she had sworn. Many of these affidavits contained what was untrue, and many of the facts sworn to were unknown to the persons who swore to them but from the information given to them by Mrs. Scott, who told them what they were to say, and put things into their heads. They were all paid different sums for their trouble, and for obliging Mrs. Scott by making the affidavits,—some a guinea, some two, some five guineas, or more; she herself received altogether one hundred guineas. Meara told her that he received 350*l.* for the part he had taken in it. Mr. Nixon several times took her into the country, and they slept together upon those occasions. They went together to Wallingford, to find Elizabeth Hodges, from whom they got an affidavit; they were away three or four or five days upon this occasion. Mr. Nixon drove her twice to Dartford, and each time they remained out a night. The connexion between her and Mr. Nixon began in November or December 1826, and continued down to December last, when she went to Paris. She was residing at No. 18, King Street, Golden Square, three weeks, in March 1827, under the name of Miller; Mr. Nixon visited there as Mr. Miller, dined with her twice, and used to stay till nine or ten at night. In consequence of her connexion with Mr. Nixon, she became pregnant, and miscarried in August last: this was all known to Mr. Nixon. Mr. Hutchinson also knew of the familiarity and intimacy that existed between them. In all the places she lived at, from her first acquaintance with Mr. Nixon till December last, Mr. Nixon was in the habit of dining with her, drinking tea, &c., and staying till nine or ten in the evening. They went together, many times, to a house in the neighbourhood of Long Acre, for the purposes of their intrigue, and to prevent discovery. She received a great many

letters from him, some of which she has burnt. He frequently urged her to burn his letters, to prevent a discovery, representing to her the injury it would cause to himself and to her, and the firm in Lincoln's Inn, if their connexion was found out. Mr. Nixon said there were some statements in my affidavit which he must get my husband to corroborate. Mr. Scott at first declined to make any affidavit; but Nixon said he was bound to support his wife, and he wished Mr. Scott to procure the attendance of the watchmen, to swear to the hours Mrs. Bligh came home in the morning. My husband has frequently told me that he never watched Mrs. Bligh into Spring Gardens, and that such statement was false.

(Signed)

"SUSANNAH SCOTT."

Saith, that the following is a true extract from the confessions made by the said George Scott,—that is to say:—

"Nixon stated I must make an affidavit to support Mrs. Scott in what she had been doing. He produced extracts from Mrs. Scott's affidavit, and said that was what was stated in Mrs. Scott's affidavit, and I was bound to support her. I objected, on account of the affidavit getting into the newspapers, which would ruin me with my friends in the country. Nixon at that time asked me to swear to things I knew nothing about. Nixon said I must do it, and I must get every one else I could to do the same, and to support Mrs. Scott. I said I would get all I could to support her, and I had no doubt I could get a great many. Mrs. Scott was present during part of the conversation. Nixon dined with me on that day—he dined with me on many other occasions. Nixon said it was a virtuous cause, and they would support me through, let the consequences be what they would, and that I should never want for any thing. He drew the draft affidavit at that time, but he did not then read over to me what was written. The affidavit was afterwards sworn to by me, but I did not read it, nor do I recollect its having been read over to me by any one else. In about two or three days afterwards he called upon me again to know what I had done about the witnesses. I told him I had sought after them, and believed I should be able to get several to make affidavits. I got four watchmen—Thomas Winnett of David Street, Knight, Smith, and King. I certainly went to Winnet, to whom I was a perfect stranger, and asked Winnett if he knew 50, York Street: he said yes. I asked if he had ever searched the house there: he replied yes,—it was in consequence of a woman coming out and calling for the watch, and he and Knight went in and searched the house, but found nobody. He saw a Frenchman or two coming down stairs. They also saw a lady who gave them half-a-crown. I asked Winnett to meet me at Lincoln's Inn the next day, which he did, and I took Knight with me. I had previously seen Knight, and requested him to call on me the following morning. At Lincoln's Inn I saw Mr. Hutchinson and Nixon: I

then stated to them that these were men who had searched the house, and I dictated to Nixon the facts which are contained in their respective affidavits, and the knowledge of those facts was derived from me: they (Winnett and Knight) did not know who the lady was who had got out of a coach, nor did they see any lady get out of a coach every night; nor could they see into what house in York Street the lady who got out of the coach went: they were told by me to mention the late hours, and also the dates and times when she went to reside and when she left the said house in York Street. Neither Winnett nor Knight could read or write. I got the two other watchmen, Smith and King, about a day or two after; I took them to Lincoln's Inn, and I adopted the same course with respect to their affidavits. I afterwards procured Catherine Goodwin, the washerwoman, and took her to Lincoln's Inn: Mrs. Scott accompanied me, and on the road we stated to Mrs. Goodwin the facts which she would be required to depose to. I never watched Mrs. Bligh into Spring Gardens; and that fact was invented by Hutchinson and Nixon. I did not know that such fact was in the affidavit until after it had been sworn. I never saw Mrs. Bligh in Spring Gardens in my life. After the affidavit was sworn I went to Nos. 13 and 14, Spring Gardens, at the suggestion of Hutchinson and Nixon, in case I should be questioned about the matter. I had not been there before I had sworn the affidavit. I had never seen those houses, but heard there were such."

Saith, that the following is also an extract from the confession of the said George Scott: "Mr. Hutchinson then said, if you do not burn the letter I shall be very much dissatisfied, and consider it is done for extortion. I will not hold out any promises of what I shall do; but I will do something,—I will get you some situation. You must take more notice of me than Nixon: he is only a clerk of mine, and I am his master. Mr. Hutchinson on one occasion gave me a letter from himself to Mr. Gray, No. 9, Fitzroy Square, to get me a situation in the India House, but which I did not obtain."

(Signed)

"G. SCOTT."

Saith, that the said George Scott has sworn an affidavit in this cause on the 29th day of November, 1826, in which is contained the following passage: "That he (meaning the said Scott) followed the said Mrs. Bligh as far as Spring Gardens, when she turned up a passage leading into Spring Gardens aforesaid, and went into one of the houses numbered 13 and 14, which deponent has been informed and believes are well known as houses of ill-fame there."

Saith, that he hath been informed by Mr. Whitelock, the solicitor who was employed to take the said confessions, that the same were voluntarily made, and that no promise, fee, or reward, was ever made to the said Mr. and Mrs. Scott, or any other of the

persons who had made affidavits in this cause against the said Mr. Wellesley, and who have confessed to the falsity of such affidavits.

Saith, that Charles Baeyertz has never seen or had the contents, or the least intimation of the contents, of the said confessions, or any of them, or any of the matters therein contained, communicated to him.

THE END.

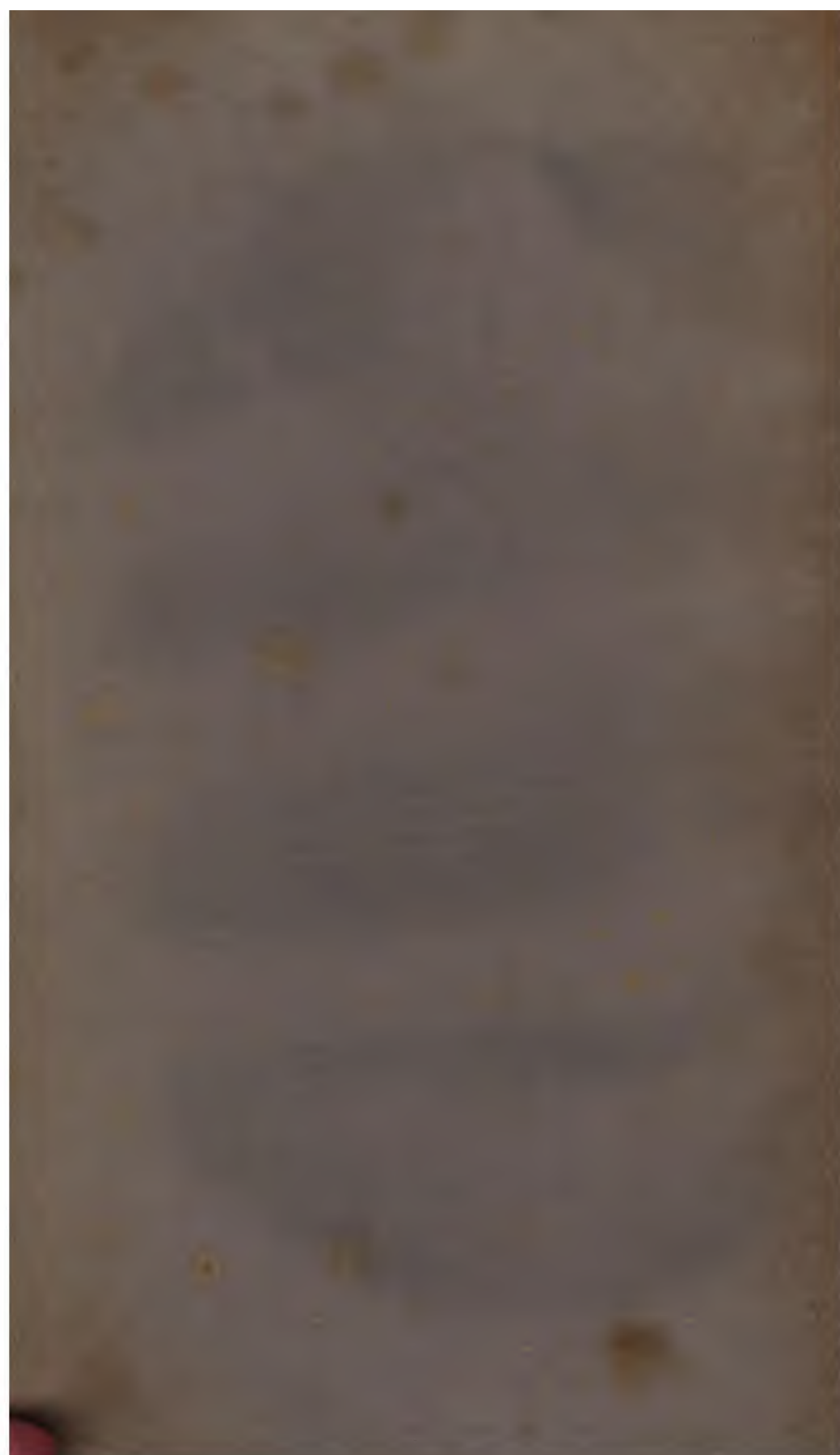
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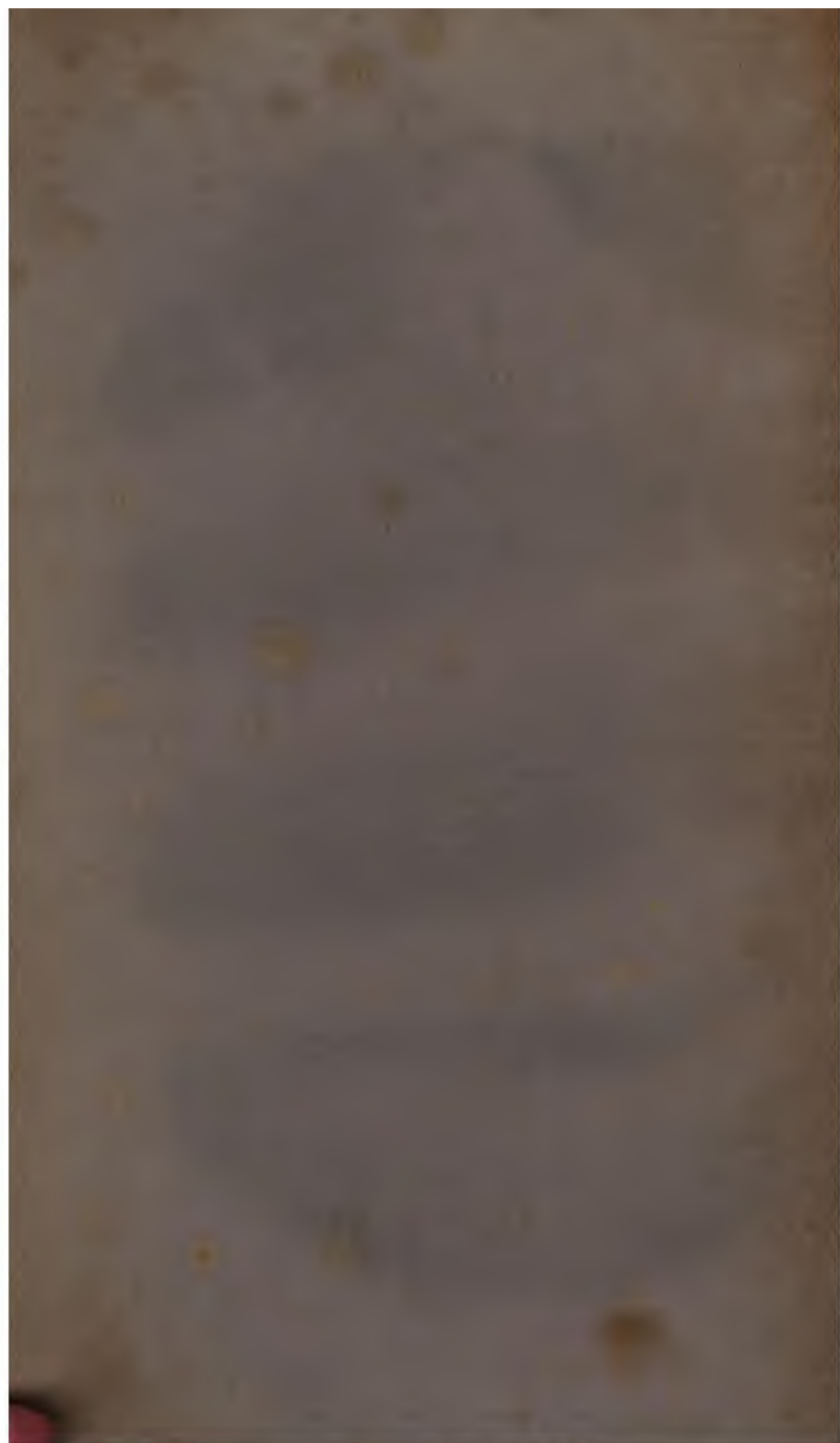
J. MOYES, TOOK'S COURT, CHANCERY LANE.











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